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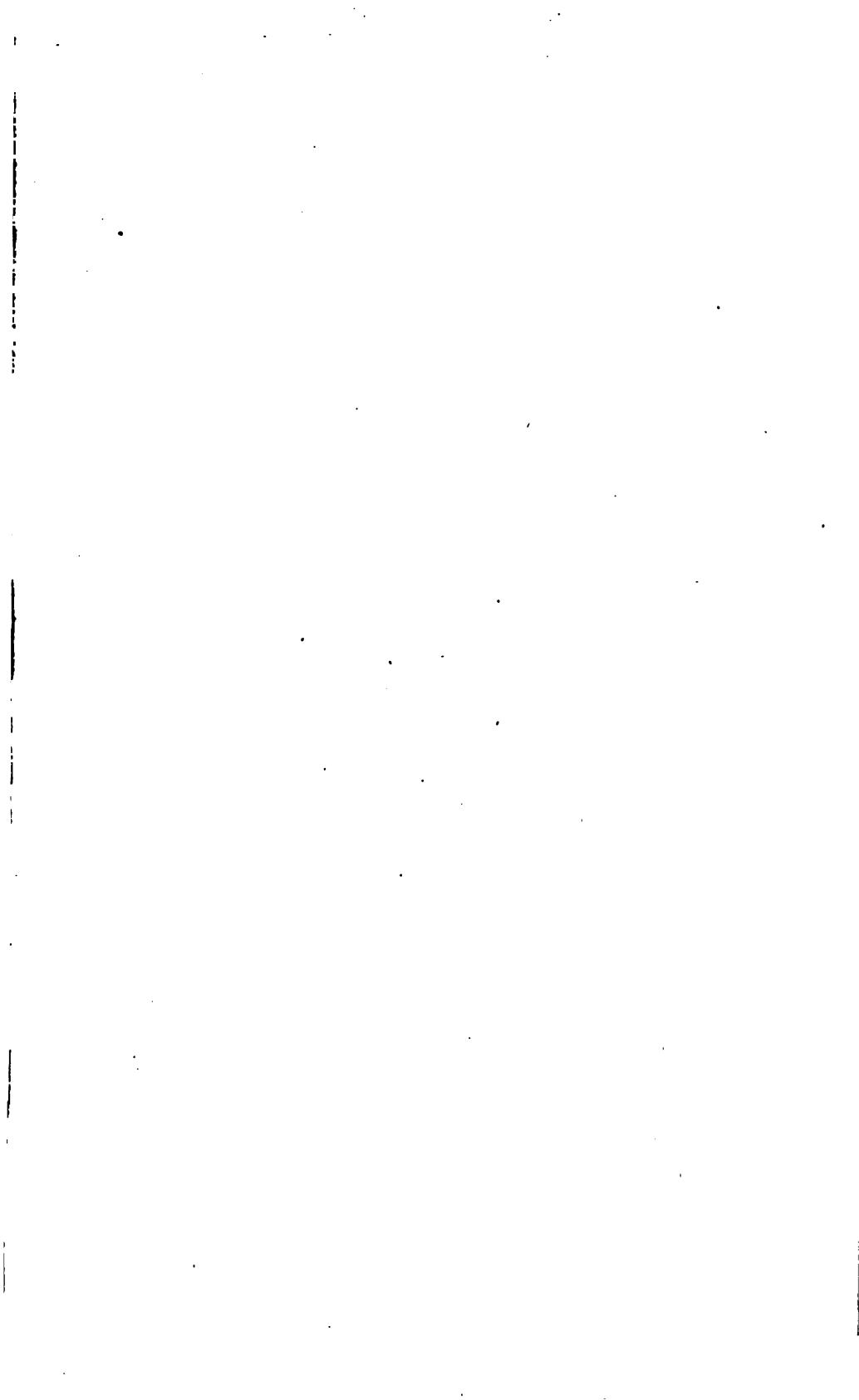
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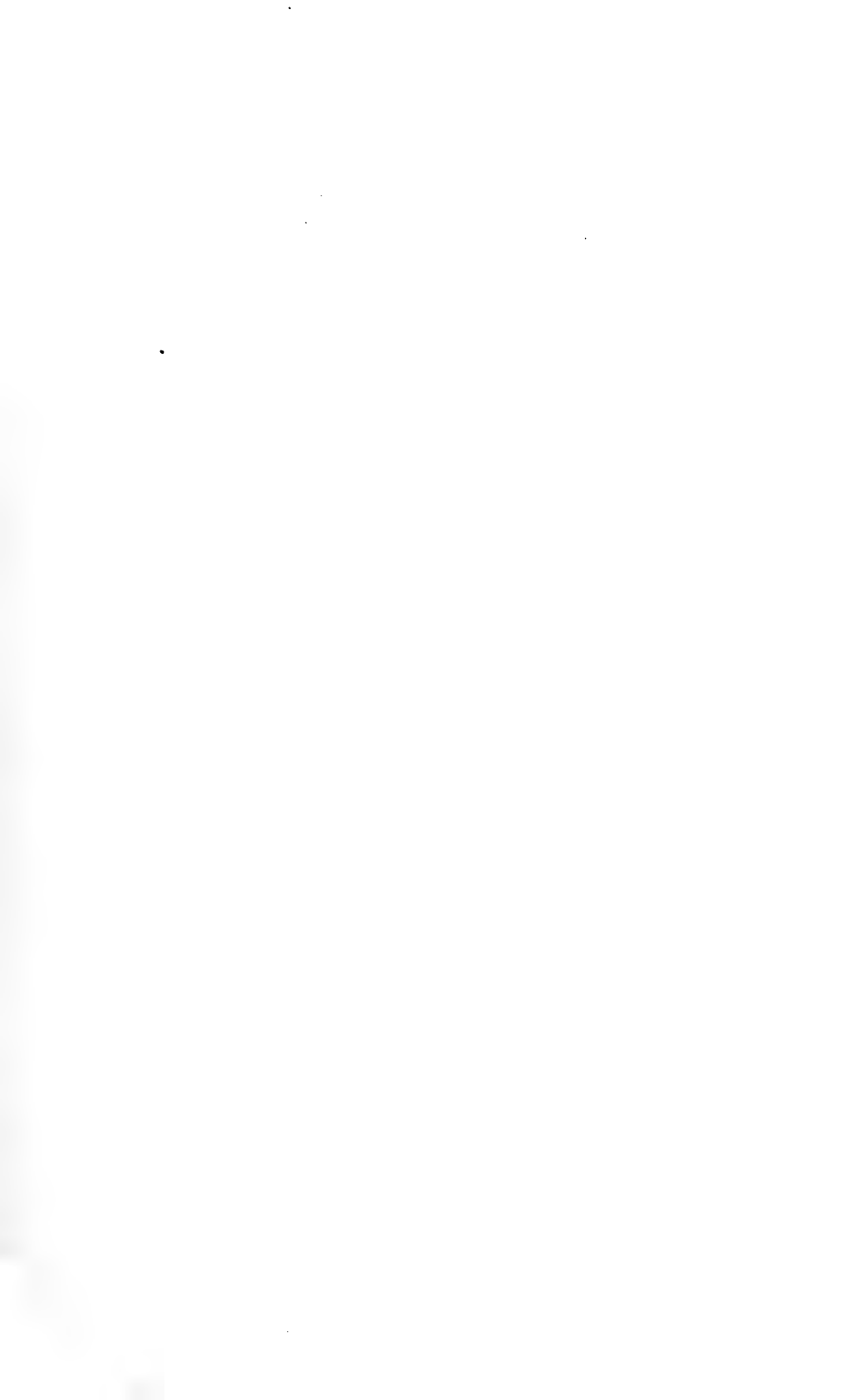


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DECREES AND JUDGMENTS
IN
FEDERAL ANTI-TRUST CASES

JULY 2, 1890—JANUARY 1, 1918

COMPILED BY ROGER SHALE
UNDER THE DIRECTION OF G. CARROLL TODD
THE ASSISTANT TO THE ATTORNEY GENERAL

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PART I.

CIVIL CASES.



UNITED STATES v. JELICO MOUNTAIN COAL & COKE CO.

43 Fed. 898; 46 Fed. 432.

**UNITED STATES DISTRICT COURT IN AND FOR THE MIDDLE
DISTRICT OF TENNESSEE.**

At a regular term of the Circuit Court of the United States for the Middle District of Tennessee, begun and holden at Nashville, in said district, upon the third Monday of April, 1891, present and presiding the Hon. D. M. Key, judge of the district court, the following, among other, proceedings were had, to wit:

Upon the 17th day of June, 1891, during said term, a decree was rendered as follows, to wit:

THE UNITED STATES

vs.

JELICO MOUNTAIN COAL & COKE CO.

No. 2820. Circuit Court.

Came the United States and the defendants by counsel: Whereupon this cause came on to be heard before the honorable the judges of the United States Circuit Court for the Middle District of Tennessee, sitting in equity, His Honor D. M. Key presiding, owing to the incompetency of the Honorable Howell E. Jackson, judge, etc., on this the 17th day of June, 1891, as well as upon a former day of the term, upon the petition heretofore filed on behalf of the United States by John Ruhm, Esq., United States attorney, under direction of the Attorney General, on the answers, the proof, the exhibits, the former proceedings, and upon argument of counsel; whereupon it appeared from the proof that the following defendants, to wit:

The Central Coal & Iron Company, a corporation chartered and organized under the laws of Kentucky and having its principal office at Louisville, in the district of Kentucky, and operating coal mines at Central City, Kentucky;

The Memphis Coal & Mining Company, a Tennessee corporation, having its principal office in Memphis, Shelby County, in the Western District of Tennessee, and operating coal mines in Kentucky;

The Empire Coal & Mining Company, a Kentucky corporation, operating mines at Empire, Kentucky, and having an office in Nashville, Tennessee, and at Empire, Kentucky;

The St. Bernard Coal Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Cooperative Coal Mining & Manufacturing Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Mud River Coal, Coke & Iron Company, a Kentucky corporation, having offices at Nashville, Tennessee, and Earlington, Kentucky, and operating coal mines at Empire, Kentucky;

The Providence Coal Company, a Kentucky corporation, operating coal mines at Providence, in Kentucky, and having its office at Providence, Kentucky;

The Hecla Coal & Mining Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Cumberland Valley Colliery Company, a corporation operating mines at Pineville, in Kentucky, and having its office at Louisville, Kentucky;

The Southern Jellico Coal Company, a Tennessee corporation, having its office and operating mines at Campbell County, Tennessee;

The Green River Coal Company, a Kentucky corporation, operating mines at Drakesboro, Kentucky, and having its principal office at Drakesboro, Kentucky; and

W. H. Howe, E. W. Hill, J. M. Love, and A. M. Carroll, partners trading as Love & Carroll; J. B. Love and E. S. Randle, partners trading as Love & Randle; J. D. Sharp and J. S. Phillips, partners trading as Sharp & Phillips; Jesse M. Overton, J. E. Allison, and E. E. Duncan, partners

trading as Overton, Duncan & Co.; James Wyatt and P. G. Breen, partners as Wyatt & Breen; L. T. Stull, John D. Anderson, and J. E. Sessner, partners as John D. Anderson & Co.; J. Dodson, trading as J. Dodson & Co.; J. H. Hales; J. N. Conquest; J. H. Hales and E. W. Hill, partners as Hales & Hill; all residing and doing business at Nashville, Tenn.; Thomas R. Finney and William P. Finney, partners doing business under the firm name of Finney Bros.; and W. H. Allen, C. P. Allen, and A. D. Allen, partners doing business under the firm name of Allen Bros; all doing business at Nashville, Tennessee;

Are engaged, respectively, in carrying on the business of mining coal in Kentucky and selling and dealing in coal in Nashville under an agreement entered into by and between them, by the terms of which they have organized the Nashville Coal Exchange; a copy of said articles of agreement has been filed as an exhibit to the petition and has been properly proved and made part of the record; and the court was of opinion and so ordered, adjudged, and decreed, that the said defendants by their operations under the articles of agreement aforesaid, have been and were at the time of the filing of the petition in this cause, guilty of a violation of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

It is therefore ordered, adjudged, and decreed by the court that the said defendants, jointly and severally, and they are hereby perpetually enjoined and restrained as prayed in the petition from violating the provisions of said act of Congress of the United States in the manner and in effect and in any of the particulars in which they are charged in the petition. And they are hereby enjoined and restrained from further carrying on the coal trade under the terms, stipulations, and conditions of said articles of agreement, by which articles they did organize the Nashville Coal Exchange and under which they had been prior to, and were at the time of the filing of the petition, carrying on their trade; and that they be enjoined from further meeting to transact business under the provisions of said articles of agreement; and that they be, jointly and severally, peremptorily enjoined from carrying out the objects of and

acting under the terms and conditions of said articles of agreement governing the "Nashville Coal Exchange."

It is further ordered by the court that the defendants pay two-thirds of the costs of the cause for which *let fieri facias* issue as at law.

The court files a written opinion, which is ordered to be made part of the record of the cause.

The defendants, the Tennessee Coal & Iron Company, the Standard Coal & Coke Company, the Jellico Mountain Coal & Coke Company, the Woolridge Jellico Coal Company, the Cumberland Valley Colliery Company, J. H. Kendrick, Bradfield & Houston Coal Company, and Frank Ferris, have answered that they are not members of the coal exchange and the proof does not establish that they are. As to them the cause will be dismissed.

Whereupon, the United States Attorney asks the court to modify the decree so as to charge the defendants with all the costs, except those occasioned by making those of the defendants parties, as to whom the petition was dismissed; but the court was satisfied with the disposition of the costs as herein made and it is ordered accordingly.

I, H. M. Doak, clerk of the District Court of the United States for the Middle District of Tennessee, hereby certify that the foregoing is a true, perfect and complete copy of the final decree in the above-styled cause, as it is of record in the minutes of the Circuit Court, minute book "U," page 495 et seq. In witness whereof I have hereunto signed my name and affixed the seal of the court, at office in Nashville, Tennessee, this the 18th day of January, 1912.

H. M. DOAK, *Clerk.*

**UNITED STATES v. TRANS-MISSOURI FREIGHT
ASSOCIATION.**

53 Fed. 440; 58 Fed. 58; 166 U. S. 290.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF KANSAS.**

UNITED STATES OF AMERICA

VS.

THE TRANS-MISSOURI FREIGHT ASSOCIATION ET AL.

No. 6799.

This cause having been heretofore, to wit, on the 1st day of August, 1892, submitted on bill and the answers of the several defendants thereto, and argued by counsel for the respective parties and taken under advisement by the court;

Now, therefore, on consideration thereof, it is ordered, adjudged, and decreed that the complainant's bill of complaint be, and the same is hereby, dismissed.

JOHN A. RINER, Judge.

Filed November 28, 1892.

**UNITED STATES CIRCUIT COURT OF APPEALS, EIGHTH
CIRCUIT. MAY TERM, 1893.**

THE UNITED STATES OF AMERICA, APPELLANT,

VS.

THE TRANS-MISSOURI FREIGHT ASSOCIATION ET AL.

**Appeal from the Circuit Court of the United States for the District
of Kansas.**

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the District of Kansas, and was argued by counsel. On con-

sideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said Circuit Court in this cause be, and the same is hereby, affirmed without costs to either party in this court.

October 2, 1893.

UNITED STATES OF AMERICA, DISTRICT OF KANSAS.

At a term of the Circuit Court of the United States of America, for the District of Kansas, began and held at the city of Leavenworth, in said district, on Monday the 7th day of June, A. D. 1897, proceedings were had and appear of record in words and figures as follows, to wit:

MONDAY, JUNE 7, 1897.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TRANS-MISSOURI FREIGHT ASSOCIATION, THE ATCHISON, TOPEKA & SANTA FE RAILROAD COMPANY, THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, THE CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, THE BURLINGTON AND MISSOURI RIVER RAILROAD COMPANY IN NEBRASKA, THE DENVER & RIO GRANDE RAILROAD COMPANY, THE DENVER & RIO GRANDE WESTERN RAILWAY COMPANY, THE FREEMONT, ELKHORN AND MISSOURI VALLEY RAILROAD COMPANY, THE KANSAS CITY, FORT SCOTT AND MEMPHIS RAILROAD COMPANY, THE KANSAS CITY, ST. JOSEPH AND COUNCIL BLUFFS RAILROAD COMPANY, THE MISSOURI PACIFIC RAILWAY COMPANY, THE SIOUX CITY & PACIFIC RAILROAD COMPANY, THE ST. JOSEPH & GRAND ISLAND RAILROAD COMPANY, THE ST. LOUIS & SAN FRANCISCO RAILWAY COMPANY, THE UNION PACIFIC RAILWAY COMPANY, THE UTAH CENTRAL RAILWAY COMPANY, THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, THE CHICAGO, KANSAS & NEBRASKA RAILROAD COMPANY, AND THE DENVER, TEXAS & FORT WORTH RAILROAD COMPANY, DEFENDANTS.

DECREE.

This cause came on to be heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed as follows, viz:

That the defendants, the Missouri, Kansas & Texas Railway Company, the Chicago, Kansas & Nebraska Railway Company, and the Denver, Texas & Forth Worth Railroad Company having filed answers denying that they were members of the Trans-Missouri Freight Association and said answers not being controverted, the bill as to said defendants last named is dismissed.

It is further ordered, adjudged, and decreed that the Trans-Missouri Freight Association be, and the same hereby is, dissolved, and the contract or memorandum of agreement of March 15, 1889, partially set out in the bill, and full copy of which is attached to the answer of the Atchison, Topeka & Santa Fe Railroad Company, be, and the same hereby is, annulled and held for naught; and the said defendants, the Atchison, Topeka & Santa Fe Railroad Company; the Chicago, Rock Island & Pacific Railway Company; the Chicago, St. Paul, Minneapolis & Omaha Railway Company; the Burlington & Missouri River Railroad Company in Nebraska; the Denver & Rio Grande Railroad Company; the Denver & Rio Grande Western Railway Company; the Fremont, Elkhorn & Missouri Valley Railroad Company; the Kansas City, Fort Scott & Memphis Railroad Company; the Kansas City, St. Joseph & Council Bluffs Railroad Company; the Missouri Pacific Railway Company; the Sioux City & Pacific Railroad Company; the St. Joseph & Grand Island Railroad Company; the St. Louis & San Francisco Railway Company; the Union Pacific Railway Company; and the Utah Central Railway Company, and all and each of them, be, and they hereby are, forever enjoined and prohibited from further agreeing, combining, conspiring, or acting together to maintain rules, regulations, and rates for carrying freight upon their several lines of railroad so as to hinder trade and commerce between the States and Territories of the United States, and that

said defendants last named, and each of them, be, and they hereby are, perpetually enjoined and prohibited from entering into, or continuing in, any combination, association, or conspiracy to deprive the people engaged in trade and commerce between and among the States and Territories of the United States of such facilities and rates and charges of freight transportation as will be afforded by free and unrestrained competition between the several lines of railroad owned or operated by said last-named defendants; and that said last-named defendants, and each of them, be, and they hereby are, perpetually enjoined and prohibited from agreeing, combining, conspiring, or acting together to monopolize the freight traffic arising from the trade and commerce between the States and Territories of the United States; and from agreeing, combining, conspiring, or acting together to prevent either or any of their codefendants or any other carrier of freight traffic from carrying and transporting freight and commodities in the trade and commerce between the States and Territories of the United States at such rates as shall be voluntarily fixed by the officers and agents of each of said defendants acting independently and separately in its own behalf.

And it is further ordered, adjudged, and decreed that the complainant have and recover from the defendants its costs in this behalf expended, taxed at ——— dollars, and that unless the same be paid within 90 days from this date that an execution issue therefor.

CASSIUS G. FOSTER, *Judge.*

**UNITED STATES v. WORKINGMEN'S AMALGAMATED
COUNCIL.**

54 Fed. 904; 57 Fed. 85.

**CIRCUIT COURT OF THE UNITED STATES, EASTERN DIS-
TRICT OF LOUISIANA.**

THE UNITED STATES

VS.

**WORKINGMEN'S AMALGAMATED COUNCIL OF NEW ORLEANS,
STATE OF LOUISIANA, ET AL.**

No. 12148. In equity.

This cause came on to be heard at this term upon an application for an injunction on behalf of the complainant and after arguments from the solicitors for the parties, respectively, was submitted on the bill of complaint, answer, affidavits, and exhibits:

On consideration thereof, for the reasons assigned in the written opinion of the court on file, it is ordered, adjudged, and decreed that an injunction issue, enjoining the defendants, as prayed for in the bill, from combining by violence or intimidation or in any other manner to interrupt the trade or commerce among the States of the United States or between the United States and foreign nations and from combining by violence and intimidation to interrupt or hinder those who are at work in conducting or carrying on the interstate and foreign commerce or who are engaged in moving the goods and merchandise which is passing through the city of New Orleans from State to State or to and from foreign countries, until the further order of this court.

March 27, 1898.

(Signed)

EDWARD C. BILLINGS, *Judge.*

UNITED STATES v. E. C. KNIGHT CO.

60 Fed. 806, 934; 156 U. S. 1.

CIRCUIT COURT OF THE UNITED STATES. EASTERN DISTRICT OF PENNSYLVANIA.

THE UNITED STATES OF AMERICA

vs.

E. C. KNIGHT ET AL.

No. 38. April session, 1891.

And now, to wit, this 2d day of February, A. D. 1894, this cause having been brought to final hearing upon the pleadings and proofs, and counsel for the parties, respectively, having been heard thereupon, and the same having been duly considered by this court, it is ordered, adjudged, and decreed that the bill of complaint in this cause be, and the same is hereby, dismissed with costs to the defendants.

By the court.

UNITED STATES CIRCUIT COURT OF APPEALS, THIRD CIRCUIT.

No. 6. March term, 1894.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

E. C. KNIGHT COMPANY ET AL.

Appeal from the Circuit Court of the United States for the Eastern District of Pennsylvania.

This cause came on to be heard on the transcript of record from the Circuit Court of the United States for the Eastern District of Pennsylvania, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said Circuit Court in this cause be, and the same is hereby, affirmed with costs.

Philadelphia, March 26, 1894.

By the court.

M. W. ACHESON,
Circuit Judge.

UNITED STATES v. DEBS.

64 Fed. 724; 158 U. S. 564.

**CIRCUIT COURT OF THE UNITED STATES OF AMERICA,
NORTHERN DISTRICT OF ILLINOIS, NORTHERN DIVISION.**

The United States of America to Eugene V. Debs and others, *Greeting*:

Whereas it hath been represented to the judges of our Circuit Court of the United States for the northern division of the Northern District of Illinois, in chancery sitting, on the part of the United States of America, complainant in a certain bill of complaint, exhibited in our said Circuit Court, on the chancery side thereof, before the judges of said court, against you, the said Eugene V. Debs and others, to be relieved touching the matters complained of. In which said bill it is stated, among others things, that you are combining and confederating with others to injure the complainant touching the matters set forth in said bill, and that your actings and doings in the premises are contrary to equity and good conscience. And it being ordered that a writ of injunction issue out of said court, upon said bill, enjoining and restraining you, and each of you, as prayed for in said bill; we, therefore, in consideration thereof, and of the particular matters in said bill set forth, do strictly command you, the said defendants above named and described, your counselors, attorneys, solicitors, trustees, agents, clerks, employees, servants, and workmen, and each and every of you, that you are hereby restrained, commanded, and enjoined absolutely to desist and refrain from in any way or manner interfering with, hindering, obstructing, or stopping any of the business of any of the following-named railroads, to wit:

Atchison, Topeka & Santa Fe Railroad,
Baltimore & Ohio Railroad,

Chicago & Alton Railroad,
Chicago & Eastern Illinois Railroad,
Chicago & Erie Railroad,
Chicago & Grand Trunk Railway,
Chicago & North Western Railway,
Chicago & Western Indiana Railroad,
Chicago, Burlington & Quincy Railroad,
Chicago Great Western Railway,
Chicago, Milwaukee & St. Paul Railway,
Chicago, Rock Island & Pacific Railway,
Cleveland, Cincinnati, Chicago & St. Louis Railway,
Illinois Central Railroad,
Lake Shore & Michigan Southern Railway,
Louisville, New Albany & Chicago Railway,
Michigan Central Railroad,
New York, Chicago & St. Louis Railroad,
Pennsylvania Company,
Wisconsin Central Lines,
Wabash Railroad, and
Union Stock Yards and Transit Company,

as common carriers of passengers and freight between or among any States of the United States, and from in any way or manner interfering with, hindering, obstructing, or stopping any mail trains, express trains, or other trains, whether freight or passenger, engaged in interstate commerce, or carrying passengers or freight between or among the States; and from in any manner interfering with, hindering, or stopping any train carrying the mail; and from in any manner interfering with, obstructing, or stopping any engines, cars, or rolling stock of any of said companies engaged in interstate commerce, or in connection with the carriage of passengers or freight between or among the States; and from in any manner interfering with, injuring, or destroying any of the property of any of said railroads engaged in or for the purposes of, or in connection with, interstate commerce or the carriage of the mails of the United States or the transportation of passengers or freight between or among the States; and from entering upon the grounds or premises of any of said railroads for the purpose of interfering with, hindering, obstructing, or stopping any of said

mail trains, passenger or freight trains engaged in interstate commerce or in the transportation of passengers or freight between or among the States, or for the purpose of interfering with, injuring, or destroying any of said property so engaged in or used in connection with interstate commerce or the transportation of passengers or property between or among the States; and from injuring or destroying any part of the tracks, roadbed or road, or permanent structures of said railroads and from injuring, destroying, or in any way interfering with any of the signals or switches of any of the said railroads; and from displacing or extinguishing any of the signals of any of said railroads and from spiking, locking, or in any manner fastening any of the switches of any of said railroads and from uncoupling or in any way hampering or obstructing the control by any of said railroads or any of the cars, engines, or parts of trains of any of said railroads engaged in interstate commerce or in the transportation of passengers or freight between or among the States, or engaged in carrying any of the mails of the United States; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, persuasion, force, or violence, any of the employees of any of said railroads to refuse or fail to perform any of their duties as employees of any of said railroads in connection with the interstate business or commerce of such railroads or the carriage of the United States mail by such railroads or the transportation of passengers or property between or among the States; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads who are employed by such railroads, and engaged in its service in the conduct of interstate business, or in the operation of any of its trains carrying the mail of the United States, or doing interstate business, or the transportation of passengers and freight between and among the States, to leave the service of such railroads, and from preventing any persons whatever, by threats, intimidation, force, or violence from entering the service of any of said railroads and doing the work thereof, in the carrying of the mails of the United States, or the transportation of passengers and

freight between or among the States; and from doing any act whatever in furtherance of any conspiracy or combination to restrain either of said railroad companies or receivers in the free and unhindered control and handling of interstate commerce over the lines of said railroads, and of transportation of persons and freight between and among the States, and from ordering, directing, aiding, assisting, or abetting in any manner whatever, any person or persons to commit any or either of the acts aforesaid.

And it is further ordered that the aforesaid injunction and writ of injunction shall be in force and binding upon such of said defendants as are named in said bill from and after the service upon them severally of said writ by delivering to them severally a copy of said writ or by reading the same to them and the service upon them respectively of the writ of subpoena herein, and shall be binding upon said defendants whose names are alleged to be unknown from and after the service of such writ upon them respectively by the reading of the same to them or by the publication thereof by posting or printing, and after service of subpoena upon any of said defendants named herein, shall be binding upon said defendants and upon all other persons whatsoever who are not named herein and after the time when they shall severally have knowledge of the entry of such order and the existence of said injunction.

WM. A. WOODS.

P. S. GROSSCUP.

To the marshal of the Northern District of Illinois, to execute and return in due form of law.

Witness, the Hon. Melville W. Fuller, Chief Justice of the United States of America, at Chicago, in said district, this second day of July, in the year of our Lord one thousand eight hundred and ninety-four and of our Independence the one hundred and eighteenth year.

S. W. BURNHAM, *Clerk.*

[Seal of Circuit Court of U. S. Northern Dist. 1855. Illinois.]

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS.

No. 23421. Thursday, July 27, 1899.

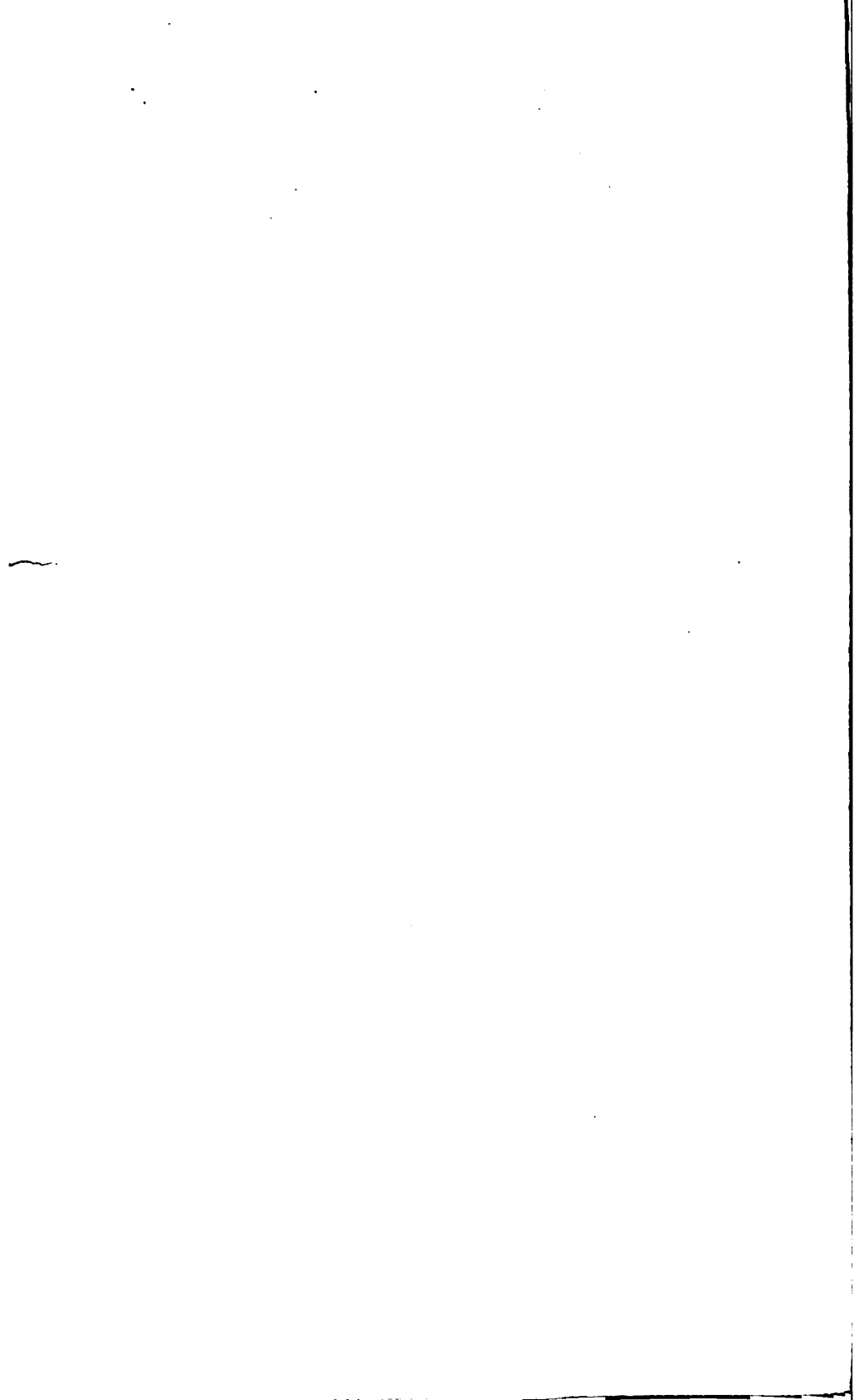
UNITED STATES OF AMERICA

vs.

EUGENE V. DEBS, GEORGE W. HOWARD, L. W. RODGERS, SYL-
VESTER KELIHER, THE AMERICAN RAILWAY UNION, AND
OTHERS.

On motion of S. H. Bethea, United States district at-
torney,

It is ordered by the court that above-entitled cause be,
and the same is hereby, dismissed.



UNITED STATES v. DEBS.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF INDIANA.**

May term, 1894. July 3, 1894.

[Before the Hon. William A. Woods, judge.]

THE UNITED STATES OF AMERICA

VS.

EUGENE V. DEBS ET AL.

No. 9058. In Chancery.

This cause coming on now to be heard on the motion of complainant for a preliminary injunction in accordance with the prayer of the bill of complaint herein, and the complainant having exhibited its only verified bill of complaint to the court, and the court having read the same and being fully advised in the premises, it is now ordered by the court that a writ of injunction issue out of this court and under the seal thereof commanding the said defendants and all other persons combining and conspiring with them and all other persons whomsoever absolutely to desist and refrain from in any way or manner interfering with, hindering, obstructing, or stopping any of the business of any of the following named railroads:

The Pittsburgh, Cincinnati, Chicago & St. Louis Railway,

The Pennsylvania Company,

The Terre Haute & Indianapolis Railway,

The Cleveland, Cincinnati, Chicago & St. Louis Railway,

The Lake Erie & Western Railway,

The Louisville, New Albany & Chicago Railway,

The Cincinnati, Hamilton & Indianapolis Railway,

The Evansville & Terre Haute Railway,

The Terre Haute & Logansport Railway,

The Wabash Railway,

The Lakeshore & Michigan Southern Railway.

sages, or communications directing, inciting, encouraging, or instructing any persons whomsoever to interfere with the business or affairs, directly or indirectly, of any of the railway companies herein above named, or from persuading any of the employees of said railway companies while in the employment of their respective companies to fail or refuse to perform the duties of their employment.

And it is further ordered that the aforesaid injunction and writ of injunction shall be in force and binding upon such of said defendants as are named in said bill from and after the service upon them severally of said writ by delivering to them severally a copy of said writ, or by reading the same to them, and the service upon them, respectively, of the writ of subpoena herein, and shall be binding upon said defendants whose names are alleged to be unknown, from and after the service of such writ upon them, respectively, by the reading of the same to them, or by the publication thereof by posting or printing, and after service of subpoena on any of said defendants herein named shall be binding upon said defendants and upon all other persons whatsoever who are not named herein from and after the time when they shall severally have knowledge of the entry of such order and the existence of said injunction.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF INDIANA.

May term, 1898. September 19, 1898.

[Before the Hon. John H. Baker, Judge.]

THE UNITED STATES OF AMERICA

VS.

EUGENE V. DEBS ET AL.

No. 9058. In Chancery.

Comes now Albert W. Wishard, Esq., attorney for the United States, and upon his motion it is ordered that the above-entitled cause be, and the same is hereby, dismissed.

UNITED STATES v. ELLIOTT.

62 Fed. 801; 64 Fed. 27.

**UNITED STATES OF AMERICA, EASTERN DISTRICT
OF MISSOURI.**

**IN THE CIRCUIT COURT OF THE UNITED STATES IN AND
FOR THE EASTERN DIVISION OF SAID DISTRICT.**

THE UNITED STATES OF AMERICA

VS.

M. J. ELLIOTT ET AL.

No. 3811.

INJUNCTION.

The President of the United States of America to M. J. Elliott, Eugene V. Debs, and others.

You and each and every of you, *Greeting:*

Whereas it has been represented to the judges of our Circuit Court of the United States for the Eighth Circuit, in the Eastern District of Missouri, in chancery sitting, on the part of the United States of America by its certain bill of complaint against you and each and every of you, that you are combining and confederating with others in interfering with, hindering, obstructing, and stopping the business of the following-named companies, to wit:

Atchison, Topeka & Santa Fe Railroad Company.

Baltimore & Ohio Southwestern Railroad.

Terminal Railroad Association of St. Louis.

Missouri Pacific Railway Company.

St. Louis, Iron Mountain & Southern Railway Company.

St. Louis-Southwestern Railway Company.

St. Louis & San Francisco Railway Company.

St. Louis, Keokuk & Northwestern Railway Company.

Terre Haute & Indianapolis Railroad.

Louisville & Nashville Railroad.

Missouri, Kansas & Texas Railroad.

Merchants' Bridge Terminal Railway.

Chicago & Alton Railroad.

Chicago, Burlington & Quincy Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railway.

Wabash Railroad.

Mobile & Ohio Railroad.

And it being ordered that a writ of injunction issue out of our said court, upon said bill of complaint, enjoining and restraining you and each and every of you as prayed in said bill,

We, therefore, in consideration thereof, and the particular matters in said bill set forth, do strictly command you and each and every of you and all persons acting in concert with you under your direction and control, and until the further order of the court, absolutely to desist and refrain from in any way or manner interfering with, hindering, obstructing, or stopping the business of any of the above-named companies as common carriers of passengers and freight between or among any States of the United States, and from in any way or manner interfering with, hindering, obstructing, or stopping any mail trains, express trains, or other trains, whether freight or passenger, engaged in interstate commerce, or carrying passengers or freight between or among the States; and from in any manner interfering with, injuring, or destroying any of the property of any of said railroads engaged in or for the purpose of interstate commerce or the carriage of the mails of the United States or the transportation of passengers or freight between or among the States; and from entering upon the grounds or premises of any of said railroads for the purpose of interfering with, hindering, obstructing, or stopping any of said mail trains, passenger or freight trains engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or for the purpose of interfering with, injuring, or destroying any of said property so engaged in or used in connection with interstate commerce or the transportation of passengers or property between or among the States; and from injuring or destroying any part of the tracks, roadbed or road, or permanent structures of said

railroads, and from injuring, destroying, or in any way interfering with any of the signals or switches of any of said railroads, and from displacing or extinguishing any of the signals of any of said railroads, and from spiking, locking, or in any manner fastening any of the switches of any of said railroads, and from uncoupling or in any way hampering or obstructing the control by any of said railroads, of any of the cars, engines, or parts of trains of any of said railroads engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or engaged in carrying any of the mails of the United States; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, to refuse or fail to perform any of their duties as employees of any of said railroads in connection with the interstate business or commerce of such railroads, or the carriage of the United States mail by such railroads, or the transportation of passengers or property between or among the States; and from compelling, inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, who are employed by such railroads, and engaged in its service in the conduct of interstate business or in the operation of any of its trains carrying the mail of the United States, or doing interstate business or the transportation of passengers and freight between and among the States, to leave the service of such railroad; and from preventing any person whatever, by threats, intimidation, force, or violence, from entering the service of any of said railroads and doing the work thereof in the carrying of the mails of the United States, and in the transportation of passengers and freight between or among the States; and from doing any act whatever in furtherance of any conspiracy or combination to restrain either of said railroad companies, or receivers, in the free and unhindered control and handling of interstate commerce over the lines of said railroads, and in the transportation of persons and freight between and among the States; and from ordering, directing, aiding, or assisting any person or persons to commit any or either of the acts aforesaid which have been specifically enjoined.

Hereof fail not, under the penalty of what the law directs.

Witness the Hon. Melville W. Fuller, Chief Justice of Supreme Court of the United States, the sixth day of July, A. D. eighteen hundred and ninety-four.

Issued at office, in the city of St. Louis, under the seal of said Circuit Court the day and year last aforesaid.

A. P. SELBY, *Clerk*,

By JOHN J. CONWAY, *Deputy*.

UNITED STATES OF AMERICA, EASTERN DISTRICT OF
MISSOURI.

IN THE CIRCUIT COURT OF THE UNITED STATES IN AND
FOR THE EASTERN DIVISION OF SAID DISTRICT.

THE UNITED STATES OF AMERICA

vs.

M. J. ELLIOTT ET AL.

No. 3811.

INJUNCTION.

The President of the United States of America to M. J. Elliott, Eugene V. Debs, and others.

You and each and every of you, *Greeting*:

Whereas it has been represented to the judges of our Circuit Court of the United States for the Eighth Circuit, in the Eastern District of Missouri, in chancery sitting, on the part of the United States of America by its certain bill of complaint against you and each and every of you, that you are combining and confederating with others in interfering with, hindering, obstructing, and stopping the business of the following-named companies, to wit:

Atchison, Topeka & Santa Fe Railroad Company.

Baltimore & Ohio Southwestern Railroad.

Terminal Railroad Association of St. Louis.

Missouri Pacific Railway Company.

St. Louis, Iron Mountain & Southern Railway Company.

St. Louis-Southwestern Railway Company.

St. Louis & San Francisco Railway Company.

St. Louis, Keokuk & Northwestern Railway Company.

Terre Haute & Indianapolis Railroad.

Louisville & Nashville Railroad.

Missouri, Kansas & Texas Railroad.

Merchants' Bridge Terminal Railway.

Chicago & Alton Railroad.

Chicago, Burlington & Quincy Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railway.

Wabash Railroad.

Mobile & Ohio Railroad.

Kansas City, Fort Scott & Memphis Railroad.

And it being ordered that a writ of injunction issue out of our said court, upon said bill of complaint, enjoining and restraining you and each and every of you as prayed in said bill,

We, therefore, in consideration thereof, and the particular matters in said bill set forth, do strictly command you and each and every of you and all persons acting in concert with you under your direction and control, and until the further order of the court, absolutely to desist and refrain from in any way or manner interfering with, hindering, obstructing, or stopping the business of any of the above-named companies as common carriers of passengers and freight between or among any States of the United States, and from in any way or manner interfering with, hindering, obstructing, or stopping any mail trains, express trains, or other trains, whether freight or passenger, engaged in interstate commerce, or carrying passengers or freight between or among the States; and from in any manner interfering with, injuring, or destroying any of the property of any of said railroads engaged in or for the purpose of interstate commerce or the carriage of the mails of the United States or the transportation of passengers or freight between or among the States; and from entering upon the grounds or premises of any of said railroads for the purpose of interfering with, hindering, obstructing, or stopping any of said mail trains, passenger or freight trains engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or for the purpose of interfering with, injuring, or destroying any of said property so engaged in or used in connection with interstate com-

merce or the transportation of passengers or property between or among the States; and from injuring or destroying any part of the tracks, roadbed or road, or permanent structures of said railroads, and from injuring, destroying, or in any way interfering with any of the signals or switches of any of said railroads, and from displacing or extinguishing any of the signals of any of said railroads, and from spiking, locking, or in any manner fastening any of the switches of any of said railroads, and from uncoupling or in any way hampering or obstructing the control by any of said railroads of any of the cars, engines, or parts of trains of any of said railroads engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or engaged in carrying any of the mails of the United States; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, to refuse or fail to perform any of their duties as employees of any of said railroads in connection with the interstate business or commerce of such railroads, or the carriage of the United States mail by such railroads, or the transportation of passengers or property between or among the States; and from compelling, inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, who are employed by such railroads, and engaged in its service in the conduct of interstate business or in the operation of any of its trains carrying the mail of the United States, or doing interstate business or the transportation of passengers and freight between and among the States, to leave the service of such railroad; and from preventing any person whatever, by threats, intimidation, force, or violence, from entering the service of any of said railroads and doing the work thereof in the carrying of the mails of the United States, and in the transportation of passengers and freight between or among the States; and from doing any act whatever in furtherance of any conspiracy or combination to restrain either of said railroad companies, or receivers, in the free and unhindered control and handling of interstate commerce over the lines of said railroads, and in the transportation of persons and freight between and among the States; and from ordering,

directing, aiding, or assisting any person or persons to commit any or either of the acts aforesaid which have been specifically enjoined.

Hereof fail not, under the penalty of what the law directs.

To the marshal of the Eastern District of Missouri to execute and return in due form of law.

Witness the Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, the seventh day of July, A. D. eighteen hundred and ninety-four.

Issued at office, in the city of St. Louis, under the seal of said Circuit Court, the day and year last aforesaid.

A. P. SELBY, *Clerk.*

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MISSOURI.

UNITED STATES

VS.

M. J. ELLIOTT ET AL.

No. 3811.

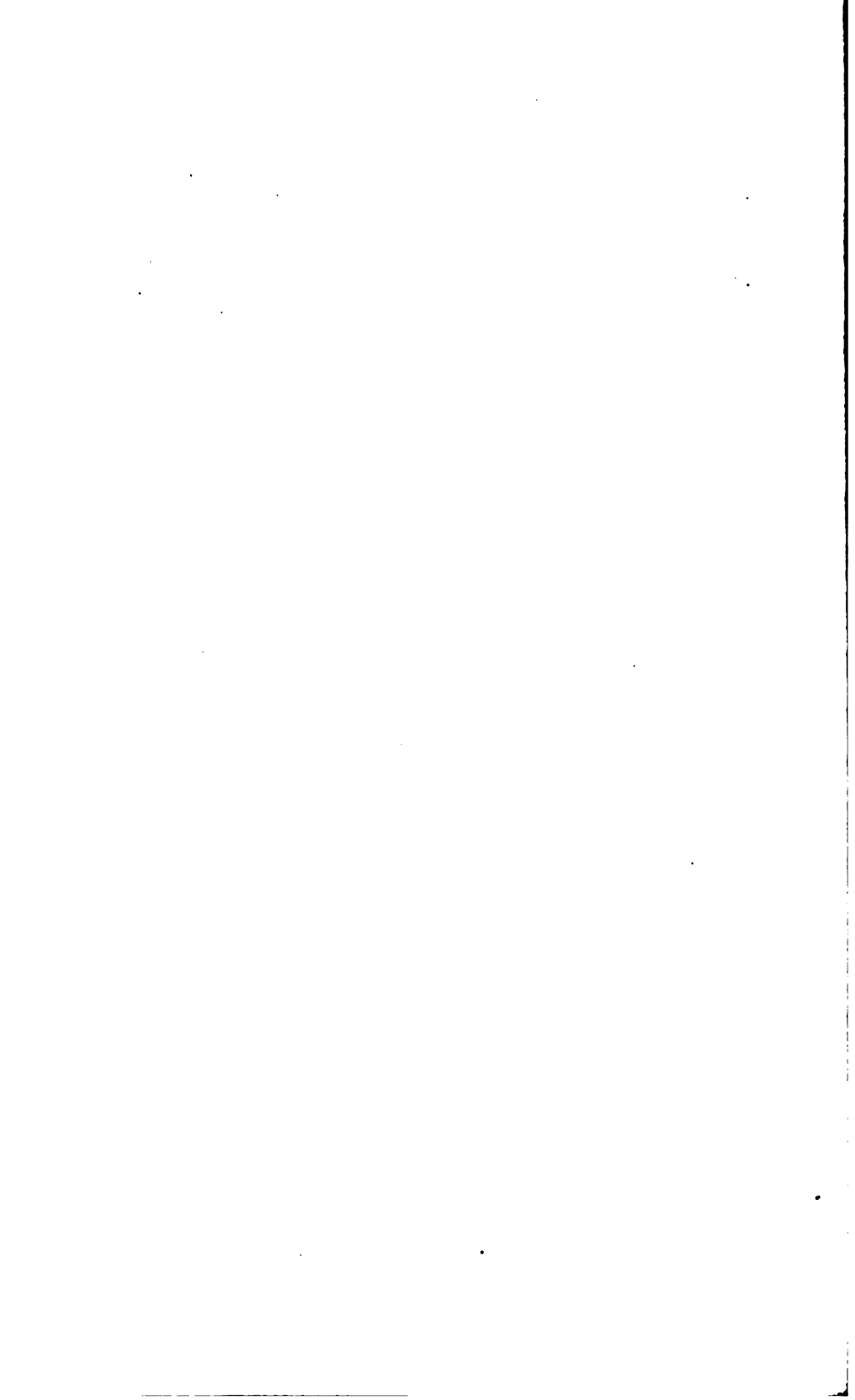
FINAL DECREE.

It appearing to the court that the following-named defendants are in default, to wit: M. J. Elliott, Eugene V. Debs, and others, and that a decree pro confesso has been heretofore entered herein as to them; therefore, on motion of W. H. Clopton, United States attorney, made upon the direction of the Attorney General of the United States,

It is ordered, adjudged, and decreed by the court that the temporary injunction heretofore granted in this cause be made perpetual as against the said defendants above named, and that the complainant recover of said defendants its costs.

ELMER B. ADAMS, *Judge.*

APRIL 6, 1896.



UNITED STATES v. JOINT TRAFFIC ASSOCIATION.

76 Fed. 895; 89 Fed. 1020; 171 U. S. 505.

AT A STATED TERM OF THE CIRCUIT COURT OF THE UNITED STATES, HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, AT THE ROOMS OF SAID COURT IN THE POST-OFFICE BUILDING, IN THE CITY OF NEW YORK, ON THE 12TH DAY OF JUNE, 1896.

[Hon. Hoyt H. Wheeler, Judge.]

THE UNITED STATES OF AMERICA

vs.

THE JOINT TRAFFIC ASSOCIATION AND OTHERS.

In Equity.

The above-entitled cause having been set down by the complainants for hearing upon the bill of complaint and the answers thereto, as amended, and having come on to be heard at this term upon the said bill of complaint and the answers thereto, as amended, and having been argued by counsel and due deliberation having been had thereon, it is

Ordered, adjudged, and decreed that the said bill of complaint herein be and the same is hereby dismissed.

HOYT H. WHEELER.

AT A STATED TERM OF THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT, HELD AT THE UNITED STATES COURT ROOMS, IN THE CITY OF NEW YORK, ON THE 19TH DAY OF MARCH, IN THE YEAR OF OUR LORD ONE THOUSAND EIGHT HUNDRED AND NINETY-SEVEN.

[Present: The Hon. Wm. J. Wallace, E. Henry Lacombe, circuit judges.]

THE UNITED STATES OF AMERICA

vs.

THE JOINT TRAFFIC ASSOCIATION AND OTHERS.

The appeal from the decree of the Circuit Court of the United States for the Southern District of New York,

entered herein on the 12th day of June, 1896, having come on to be heard, and due deliberation having been had thereon:

Now, on motion of Carter & Ledyard, attorneys for the defendants, appellees, it is

Ordered that the decree aforesaid be, and the same hereby is, in all things confirmed; and it is further

Ordered that a mandate issue to the Circuit Court of the United States for the Southern District of New York directing that court to proceed in accordance herewith.

MARCH 26, 1897.

AT A STATED TERM OF THE CIRCUIT COURT OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE SECOND CIRCUIT, HELD AT THE UNITED STATES COURT ROOMS IN THE CITY OF NEW YORK, ON THE THIRD DAY OF MARCH, IN THE YEAR OF OUR LORD, ONE THOUSAND EIGHT HUNDRED AND NINETY-NINE.

[Hon. E. Henry Lacombe, circuit judge.]

THE UNITED STATES OF AMERICA, PLAINTIFF,

VS.

THE JOINT TRAFFIC ASSOCIATION ET ALS., DEFENDANTS.

This cause having been heretofore duly tried in this court, and a judgment and decree having been entered in the said cause on the 12th day of June, 1896, in favor of the defendants, and dismissing the bill of complaint, and the said plaintiffs, the United States of America, having filed assignment of errors and appealed to the United States Circuit Court of Appeals for the Second Circuit, and the said Circuit Court of Appeals having after due consideration of said appeal in all things affirmed the judgment of this court by decree entered on the 26th day of March, 1897, and the said plaintiffs, the United States of America, having thereafter filed assignment of errors and appealed to the Supreme Court of the United States, and the said Supreme Court having transmitted to this court its mandate bearing date the 24th day of October, 1898, by which mandate it appears that at the October term, 1898, said cause came on to be

heard before the said Supreme Court, and was argued by counsel.

And on consideration whereof it was ordered, adjudged, and decreed that the judgment of the Circuit Court of the United States for the Southern District of New York and the judgment of the United States Circuit Court of Appeals for the Second Circuit in this cause be reversed, and it was further

Ordered, adjudged, and decreed that this cause be, and the same hereby was, remanded to this court, with instructions to take such further proceedings therein as may be in conformity with the opinion of the said Supreme Court of the United States.

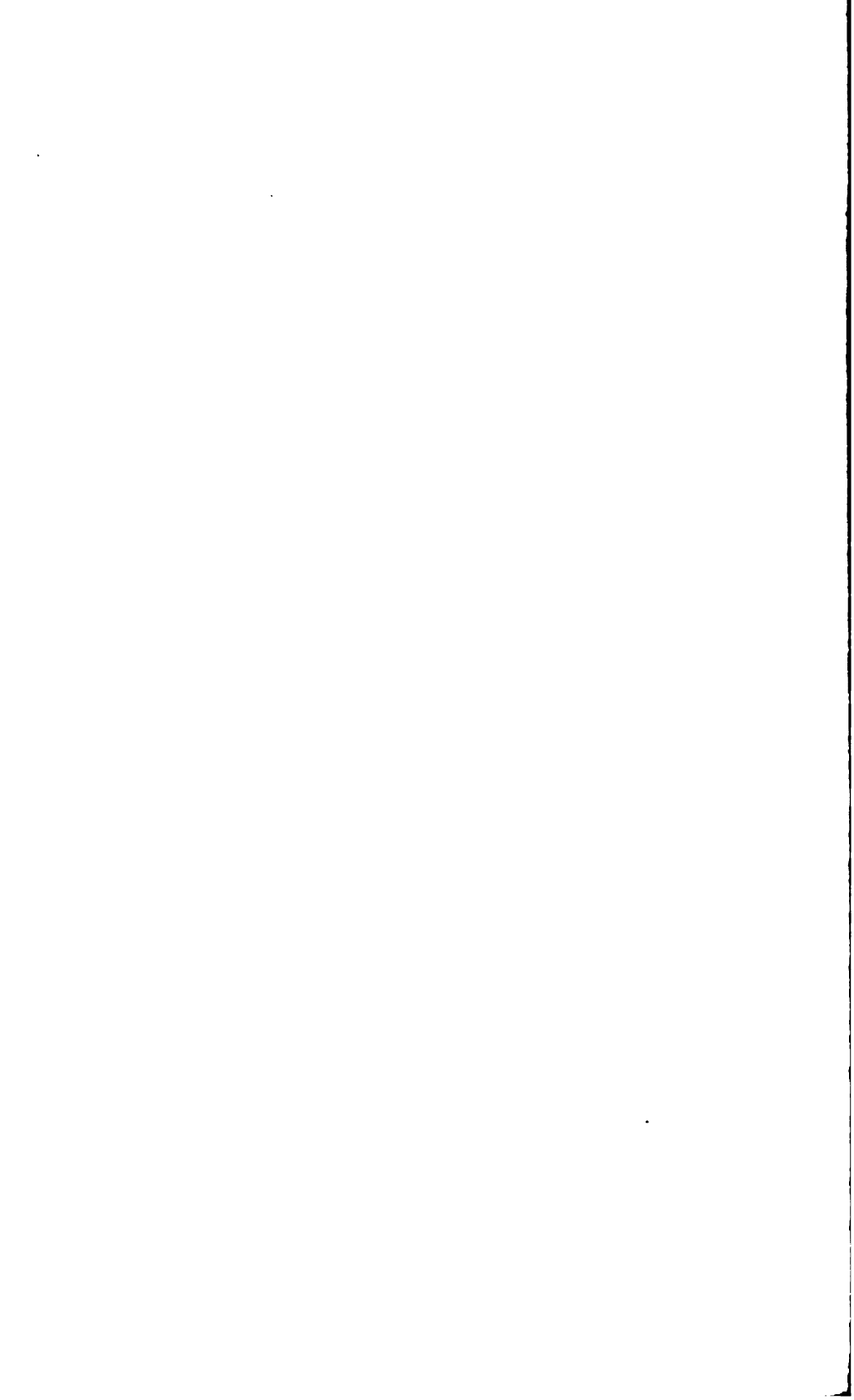
Now, on reading and filing the said mandate, and on the motion of Henry L. Burnett, the attorney for the plaintiffs, and Carter & Ledyard, and others, attorneys for the defendants, appearing and not opposing, it is

Ordered, adjudged, and decreed that the said judgment of the said Supreme Court be, and the same hereby is, made the judgment of this court; and that the judgment aforesaid of the Circuit Court of the United States for the Southern District of New York be, and the same hereby is, reversed; and it is further

Ordered, adjudged, and decreed that the said defendants, and each and every of them, and their representatives, officers, agents, and servants, and each and every of them, be perpetually enjoined from acting under, enforcing, or executing the agreement or "articles of organization" more particularly set forth in the bill of complaint, said agreement being adopted November 19, 1895, to take effect January 1, 1896; and, further, that the said defendants, and each and every of them, and their representatives, officers, agents, and servants, and each and every of them, be perpetually enjoined from operating their said railroads under the said agreement or "articles of organization" and from further proceeding in any manner to carry the said agreement into effect and operation.

E. H. LACOMBE,
United States Circuit Judge.

MARCH 3, 1899.



UNITED STATES v. ADDYSTON PIPE & STEEL CO.

78 Fed. 712; 85 Fed. 271; 175 U. S. 211.

IN THE UNITED STATES CIRCUIT COURT FOR THE
SOUTHERN DIVISION OF THE EASTERN DISTRICT OF
TENNESSEE.

[February 12, 1897. Present and presiding: Hon C. D.
CLARK, Judge.]

UNITED STATES

vs.

ADDYSTON PIPE & STEEL CO. ET AL.

FINAL DECREE.

This cause came on to be heard on the 25th day of January, 1897, when the district attorney moved the court for leave to dismiss the amended petition filed in this cause, which motion was granted, and it was thereupon ordered that said amended petition be dismissed.

The district attorney further moved the court to strike from the file the demurrer of the defendants because filed after obtaining leave of the court for further time in which to answer, and no leave of the court was given to file the demurrer. The motion was overruled, to which exception was taken. The district attorney also moved the court to strike from the file the demurrer of defendants because overruled by the answer, as they had answered as to the same matters contained in their demurrer. This motion was also overruled, to which exception was taken. The cause was thereupon heard upon application for injunction as prayed in the original bill, which hearing was by stipulation of the parties treated as to a hearing upon the merits, and the cause was thereupon heard upon the petition of the United States, the demurrer and answer of the defendants, the affidavits filed by plaintiff and defendants, from all of which the court was of opinion that the plaintiff was not entitled to the injunction prayed for; that the merits of the

petition were fully met and denied by the answer, and were not sustained by the proof, the court being of the opinion that the association between defendants was not a contract or combination in restraint of trade, or monopoly of trade and commerce, under the act of Congress of July 2, 1890.

It was therefore ordered, adjudged, and decreed that the petition filed against the defendants be dismissed, and that petitioner pay the costs of this cause.

In the event this case be appealed, the clerk will copy the affidavit of M. L. Holman into the record, with the other evidence of the petition, the same having been read on the hearing but not attached as an exhibit to the petition for contempt.

Petitioner, by James H. Bible, the district attorney, then and there excepted to the decree of the court denying it relief against the defendants and denying it an injunction according to the prayer of its petition.

UNITED STATES CIRCUIT COURT OF APPEALS FOR THE
SIXTH CIRCUIT.

UNITED STATES OF AMERICA

VS.

ADDYSTON PIPE & STEEL CO. ET AL.

Appeal from the Circuit Court of the United States for the Eastern
District of Tennessee.

Before Judges Harlan, Taft, and Lurton.

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Eastern District of Tennessee, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said Circuit Court in this cause be, and the same is hereby, reversed, with instructions to enter a decree for the United States, perpetually enjoining the defendants from maintaining the combination in cast-iron pipe described in the bill, and from doing business thereunder.

[FEBRUARY 14, 1898.]

UNITED STATES OF AMERICA

vs.

ADDYSTON PIPE & STEEL COMPANY, DENNIS LONG & COMPANY, HOWARD-HARRISON IRON COMPANY, ANNISTON PIPE & FOUNDRY COMPANY, SOUTH PITTSBURG PIPE WORKS, AND CHATTANOOGA FOUNDRY & PIPE WORKS.

No. 589.

In this cause came William D. Wright, United States attorney for the Eastern District of Tennessee, and presented to the court a mandate from the United States Circuit Court of Appeals for the Sixth Circuit, which has been regularly filed in this court, which mandate is in the following words and figures, to wit:

"United States Circuit Court of Appeals for the Sixth Circuit.

"United States of America, Sixth Judicial Circuit, ss.

"The President of the United States to the honorable, the the judge of the Circuit Court of the United States for the Eastern District of Tennessee, *Greeting*:

"Whereas, lately in the Circuit Court of the United States for the Eastern District of Tennessee, before you, or some of you, in a cause between the United States of America, complainants, and the Addyston Pipe & Steel Company et al., respondents, wherein a decree was entered in favor of said respondents and against said complainants, as by the inspection of the transcript of the record of the said Circuit Court, which was brought into the United States Circuit Court of Appeals for the Sixth Circuit by virtue of an appeal, agreeably to the act of Congress in such cases made and provided, fully and at large appears.

"And, whereas, in the present term of October, in the year of our Lord one thousand eight hundred and ninety-seven, the said cause came on to be heard before the said United States Circuit Court of Appeals for the Sixth Circuit, on the said transcript of record, and was argued by counsel:

"On consideration whereof, it is now here ordered, adjudged, and decreed that the decree of the said Circuit Court in this cause be and the same is hereby reversed with instructions to enter a decree for the United States perpetually enjoining the defendant from maintaining the combination in cast iron pipe described in the bill and from doing business thereunder.

"You, therefore, are hereby commanded that such proceedings be had in such cause in conformity with the opinion and decree of this court as according to right and justice, and the laws of the United States ought to be had, the said appeal notwithstanding.

"Witness the Hon. Melville W. Fuller, Chief Justice of the United States, the 22d day of March, in the year of our Lord one thousand eight hundred and ninety-eight.

"Costs of appellant, \$20.

"FRANK O. LOVELAND,

*"Clerk of the United States Circuit Court
of Appeals for the Sixth Circuit."*

Upon motion of complainant's solicitor this cause is reinstated upon the docket of this court for the purpose of carrying out the orders of the United States Circuit Court of Appeals for the Sixth Circuit. Thereupon the cause came on again for hearing on this the 6th day of June, 1898, before the Hon. C. D. Clark, judge of the United States District Court for the Eastern District of Tennessee, etc., upon the entire record in the cause and more especially upon the opinion rendered by the United States Circuit Court of Appeals, and the directions therein contained, on February 8, 1898, and the order remanding the same.

And the same having been duly considered, it is therefore ordered, adjudged, and decreed by the court that the defendants, the Addyston Pipe & Steel Company, Dennis Long & Company, Howard-Harrison Iron Company, Anniston Pipe & Foundry Company, South Pittsburg Pipe Works, and Chattanooga Foundry & Pipe Works, on or about the 28th day of December, 1894, entered into an unlawful combination, agreement, and conspiracy in restraint of interstate commerce in violation of the so-called antitrust law passed by Congress July 2, 1890, in the sale of cast-iron pipe as charged in the bill in this cause.

It is further ordered, adjudged, and decreed by the court that each and all of the defendants herein named be and are hereby perpetually enjoined from maintaining the combination in cast-iron pipe described in the bill and substantially admitted in the answer, and from doing any business thereunder.

It is further ordered, adjudged, and decreed by the court that the complainant have and recover of the defendants all the costs of this cause and the costs in the United States

Circuit Court of Appeals for the Sixth Circuit, for which an execution will issue.

[JUNE 6, 1898.]

THE UNITED STATES OF AMERICA

VS.

ADDYSTON PIPE & STEEL COMPANY ET AL.

This cause came on to be further heard on this the 5th day of April, 1900, before the Hon. C. D. Clark, judge of the District and Circuit Courts of the United States for the Eastern District of Tennessee, upon the record at large and the mandate of the honorable Supreme Court of the United States of America, which mandate is in words and figures as follows:

“UNITED STATES OF AMERICA, ss:

“The President of the United States of America to the honorable the judges of the Circuit Court of the United States for the Eastern District of Tennessee.

“GREETING:

“Whereas lately in the United States Circuit of Appeals for the Sixth Circuit, in a cause between the United States, appellant, and The Addyston Pipe and Steel Company, Dennis Long & Co., Howard Harrison Iron Co., Anniston Pipe & Foundry Co., South Pittsburg Pipe Works, and Chattanooga Foundry & Pipe Works, appellees, wherein the decree of the said Circuit Court of Appeals entered in said cause on the 14th day of February, A. D. 1898, is in the following words, viz:

““This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Eastern District of Tennessee, and was argued by counsel.

““On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said Circuit Court in this cause be, and the same is hereby, reversed, with instructions to enter a decree for the United States, perpetually enjoining the defendants from maintaining the combination in cast-iron pipe described in the bill, and from doing business thereunder.”

“as by the inspection of the transcript of the record of the said United States Circuit Court of Appeals, which was brought into the Supreme Court of the United States by

virtue of an appeal agreeably to the act of Congress, in such case made and provided, fully and at large appears.

"And whereas, in the present term of October, in the year of our Lord one thousand eight hundred and ninety-nine, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and was argued by counsel:

"On consideration whereof it is now here ordered, adjudged, and decreed by this court that the decree of the said United States Circuit Court of Appeals in this cause be, and the same is hereby, modified and limited in accordance with the opinion of this court, and, as thus modified and limited, be, and the same is hereby, affirmed.

"And it is further ordered that this cause be, and the same is hereby, remanded to the Circuit Court of the United States for the Eastern District of Tennessee.

"You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the opinion and decree of this court as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

"Witness the honorable Melville W. Fuller, Chief Justice of the United States, the 16th day of February, in the year of our Lord one thousand nine hundred.

"JAMES H. McKENNEY,

"Clerk of the Supreme Court of the United States."

From all of which it appears to the court that the decree of the honorable Circuit Court of Appeals of the United States heretofore rendered in the cause at Cincinnati, Ohio, perpetually enjoining and inhibiting all of the defendants from maintaining the combination in cast-iron pipe described in the bill was affirmed, and said cause remanded to this court for further decree to carry said mandate into effect. The court is therefore pleased to order, adjudge, and decree that the injunction prayed for in the bill or petition in this cause be and the same is hereby made perpetual, and all of said defendants are perpetually enjoined from maintaining the combination in cast-iron pipe described in the bill and from doing business thereunder. And it is further decreed that the defendants pay all costs of this cause in the Supreme Court of the United States, the Circuit Court of Appeals and this court, for all of which an execution will issue.

[JUNE 5, 1900.]

UNITED STATES v. HOPKINS.

82 Fed. 529; 84 Fed. 1018; 171 U. S. 578.

IN THE CIRCUIT COURT OF THE UNITED STATES IN AND
FOR THE DISTRICT OF KANSAS, FIRST DIVISION.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.

HENRY HOPKINS ET AL., DEFENDANTS.

In Equity. No. 7402.

This cause having heretofore been heard and submitted on the bill of complaint, affidavits, proofs, arguments, and briefs of the respective counsel, on application for a temporary injunction pendente lite and the court being now fully advised in the premises, doth find that, on the bill, affidavits, and proofs submitted, the application for a temporary restraining order and prohibition herein should be granted.

It is therefore ordered and decreed by the court, until the final hearing and decree on the merits and until the further order and decree by the court, that the defendants herein, and each and every one of them, their agents, servants, and employees, be, and they are hereby, enjoined, either as associates in the Kansas City Live Stock Exchange or otherwise, from combining, by contract, agreement, or understanding, express or implied, so as by their acts, conduct, or words to interfere with, hinder, or impede others in shipping, trading, selling, or buying live stock that is received from the States and Territories at what is known as the stockyards at Kansas City, Mo., and Kansas City, Kans., and shipped there from other States and Territories for sale there or for further transportation or for sale in or shipment to foreign markets.

And it is further ordered and decreed that the said defendants either collectively as such Kansas City Live Stock Exchange or through its board of directors, or otherwise, and each of them, their agents, servants, or employees, be, and they are hereby, enjoined from enforcing or recog-

nizing or acting under the following rules of said Kansas City Live Stock Exchange, to wit, rules 9 and 16, each and every section thereof, and any and all amendments thereto in respect to such live stock, and from imposing or attempting to impose any fines or penalties upon any of the members of said Kansas City Live Stock Exchange for trading or offering to trade with any person or persons at said stockyards respecting the purchase and sale of any such live stock; or from discriminating in favor of any member of said Kansas City Live Stock Exchange, because of such membership; and especially from in any manner discriminating against any person trading at said stockyards in such live stock, and from refusing, by united or concerted action, or by word, persuasion, threat, or other means, to deal or trade with persons with respect to such live stock who are not members of said association, because of such nonmembership; or in any manner from interfering with the right and freedom of any and all persons trading and desiring to trade in such live stock at said stockyards and the same as if such Kansas City Live Stock Exchange did not exist.

And it is further ordered and decreed that the defendants, and each of them, their servants, agents, and employees, be, and they are hereby, enjoined and prohibited from entering into any contract, agreement, combination, or conspiracy fixing or tending to fix, directly or indirectly, the price to be charged as commission for buying or selling live stock, shipped from one State or Territory for sale or disposition in another State or Territory or in foreign countries, also from entering into any contract, agreement, combination, or conspiracy limiting or attempting to limit the right of any person in business at said Kansas City stockyards to employ labor or assistance in soliciting shipment of live stock from other States or Territories, or the right of any such person to send telegrams prepaid or not from said stockyards to any other State or Territory.

And thereupon come all of the said defendants and join in praying an appeal from the foregoing order of temporary injunction to the United States Circuit Court of Appeals for the Eighth Circuit and file their application accordingly, accompanied by their assignment of errors. Upon consideration of the premises, it is ordered that said appeal be

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and the same is hereby granted, returnable thirty days from this date; and it is further ordered that a good and sufficient supersedeas bond shall be filed herein, in the penal sum of ten thousand (10,000) dollars. Said bond was thereupon presented and approved. It is further ordered that the said appeal shall have the effect to suspend, supersede, and stay the force and effect of said order of temporary injunction, and any and all further proceedings herein, including the taking of testimony, until the final determination of this cause in the appellate courts. Thereupon comes the complainant and, in open court, waives the issuance, signing, and service of a citation herein, and acknowledges to have received and be charged with all the force and effect of the proper issuance, signing, and service of a formal citation.

CASSIUS G. FOSTER, *Judge*.

Filed Sept. 20, 1897.

GEO. F. SHARRITT, *Clerk*.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF KANSAS, FIRST DIVISION.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

HENRY HOPKINS ET AL., DEFENDANTS.

No. 7402.

This day the mandate from the Supreme Court of the United States in the above-entitled cause being presented to and considered by the court, it is, in accordance with the directions in said mandate contained, ordered, adjudged, and decreed that the bill of complaint herein be, and the same is hereby, dismissed and the order of injunction heretofore granted in this cause vacated and annulled, and also that the defendants go hence without day and have and recover of the United States of America, the complainant herein, their costs taxed and to be taxed herein.

This 29th day of May, 1899.

WILLIAM C. HOOK, *Judge*.

Filed May 29, 1899.

GEO. F. SHARRITT, *Clerk*.

UNITED STATES v. ANDERSON.

82 Fed. 988; 171 U. S. 604.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR
THE WESTERN DIVISION OF THE WESTERN DISTRICT OF
MISSOURI.**

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

J. C. ANDERSON, ET AL., DEFENDANTS.

DECREE OF TEMPORARY INJUNCTION.

This cause having heretofore been heard and submitted on the bill of complaint, the arguments and briefs of the respective counsel, on application for a temporary injunction, pendente lite, and the Court being now fully advised in the premises, doth find that on the bill and the affidavits submitted, the application for a temporary restraining order herein should be granted.

It is therefore ordered and decreed by the Court until the final hearing and decree on the merits, and until further order and decree of the Court, that the defendants herein, and each and every of them, be and they are hereby enjoined, either as associates in the said Traders' Live Stock Exchange or otherwise, from combining, by contract, agreement or understanding, expressed or implied, so as by their acts, conduct or words, to interfere with, hinder or impede others in shipping, trading or selling live stock, that is, cattle received from the States and Territories at what is known as the Stock Yards at Kansas City, Missouri, and shipped there from other States and Territories, for sale there or for further transportation through the States or to foreign markets. And the said defendants and each of them,

are further enjoined from in anywise interfering with the freedom of access of any and all other traders and purchasers at said stock yards, and equal facilities therein, and thereto afforded by the Kansas City Stock Yards Exchange or Company, the same as employed by the defendants as members of the said Traders' Live Stock Exchange.

And it is further ordered and decreed that the said defendants, either collectively as such Traders' Live Stock Exchange, or through its executive committee, or otherwise, and each of them, be and they are hereby enjoined from enforcing or recognizing or acting under the following rules of the said Traders' Live Stock Exchange, to wit: Rules ten (10), eleven (11), twelve (12) and thirteen (13) and any and all amendments thereof, and from imposing or attempting to impose any fines or penalties upon any of the members of such Traders' Live Stock Exchange, for trading or offering to trade with any person or persons at said stock yards respecting the purchase and sale of any such cattle, or from discriminating in favor of any member of such Traders' Live Stock Exchange because of such membership; and especially from, in any manner, discriminating against any person trading at said stock yards in such cattle and from refusing by united or concerted action, or by word, persuasion, threat or other means, to deal or trade with persons who are not members of said association, because of such non-membership, or from dealing with any commission firm at said stock yards who may transact or attempt to transact business, in selling or trading in such cattle thereat with any person not a member of said Traders' Live Stock Exchange; or in any manner from interfering with the right and freedom of any and all persons trading and desiring to trade in such cattle at such yards the same as if such Traders' association did not exist.

It is further ordered that the defendants have leave to make answer to the bill of complaint herein on or before the 20th day of August, next.

(Signed)

JNO. F. PHILIPS,
U. S. Dist. Judge.

JULY 19, 1897.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
WESTERN DIVISION OF THE WESTERN DISTRICT OF
MISSOURI.

UNITED STATES,

vs.

J. C. ANDERSON ET AL.

No. 2196.

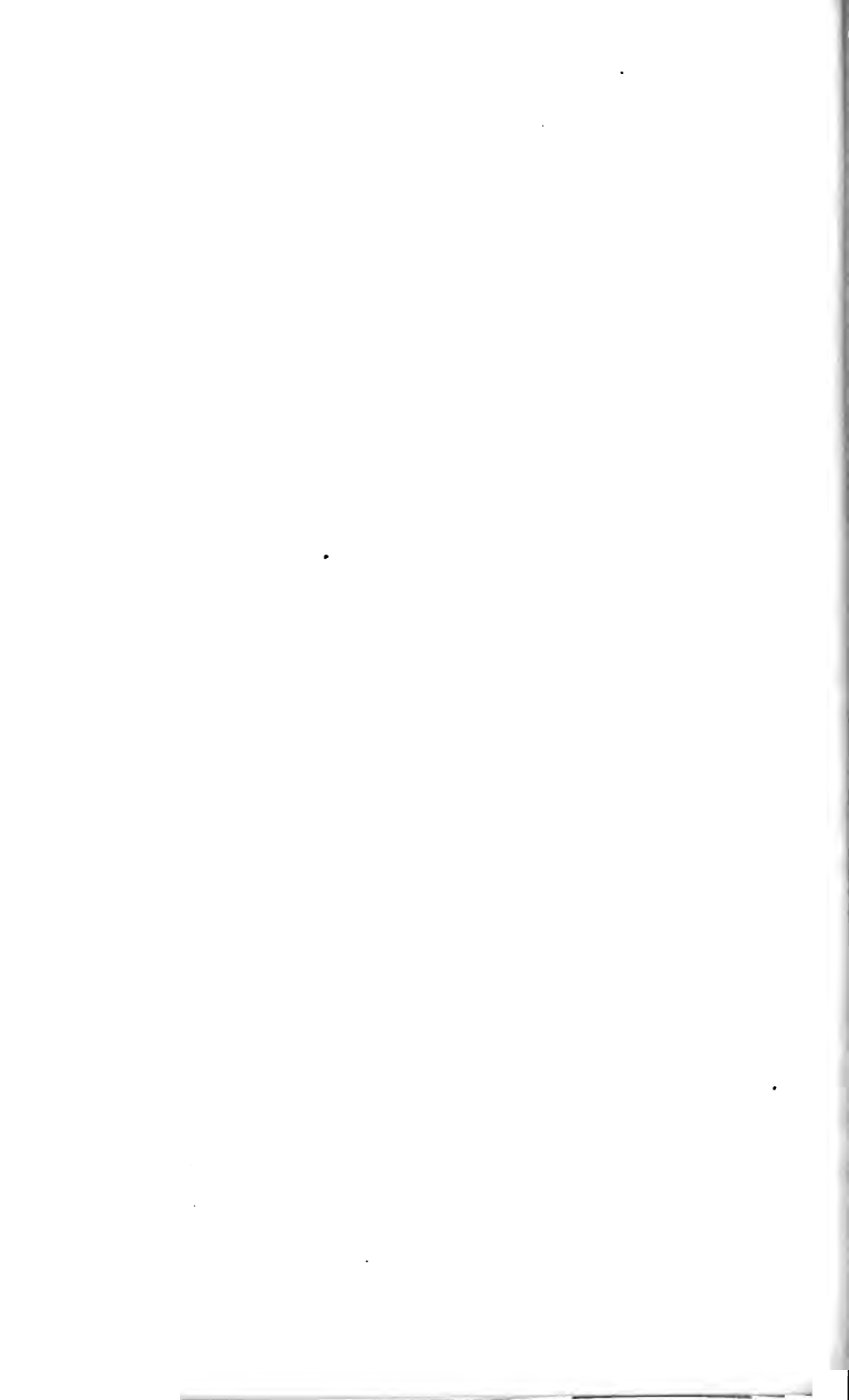
Now, at this day, comes the complainant in the above entitled cause, by William Warner, District Attorney, and come the defendants, by their counsel, R. E. Ball and I. P. Ryland, and it being shown to the court that the decree of injunction heretofore entered in the above entitled cause, on the 19th day of July, A. D., 1897, has, on appeal from said decree, by the defendants, been reversed by the Supreme Court of the United States, as the cause remanded to this Court, with directions to dismiss the complainant's bill, with costs, as by the mandate of said Supreme Court duly issued on the 19th day of December, 1898, fully appears.

It is ordered and adjudged by the court that said decree of injunction heretofore issued, as aforesaid, be, and the same is hereby set aside and said injunction dissolved, and that the bill of the complainants be, and the same is hereby dismissed, at complainant's cost.

JNO. F. PHILIPS,

*Judge of the Circuit Court of the Western Division
of the Western District of Missouri.*

Filed Dec. 27, 1898.



UNITED STATES v. COAL DEALERS ASS'N OF CALIF.

85 Fed. 252.

**IN THE UNITED STATES CIRCUIT COURT, IN AND FOR THE
NORTHERN DISTRICT OF CALIFORNIA, NINTH JUDICIAL
CIRCUIT.**

THE UNITED STATES OF AMERICA, COMPLAINANT,

VS.

**THE COAL DEALERS ASSOCIATION OF CALIFORNIA, ET AL.,
DEFENDANTS.**

In Equity No. 12539.

ORDER.

To The Coal Dealers' Association of California, and all the members of said Association, and also against J. J. Donegan, J. F. Mullen, Thomas Morton, E. K. Carson, George S. Corkery, T. Billingslea, M. Joost, W. H. Wiseman, T. Brannan, N. C. Toft, G. B. Demartini, A. L. Brizzolara, George Jones, J. B. Dallas, Peter Kelly, T. J. Ring, Phil Clark, Members and officers of said Association, and also against Charles R. Allen; Central Coal Company, R. D. Chandler, George Fritch, J. C. Wilson & Company, Oregon Improvement Company, Oregon Coal & Navigation Company, W. G. Stafford, trading as W. G. Stafford & Co., R. Dunsmuir Sons, John Rosenfeld, Louis Rosenfeld, and Henry Rosenfeld, partners trading as John Rosenfeld Sons, defendants:

The above named complainant, having this day filed and presented its petition of complaint against the above named defendants, supported by affidavits of Mauris Sauret, William McMann and Horace R. Hudson, and having applied for an injunction against said defendants, let said defendants show cause before this Court, at the court room thereof

in the City and County of San Francisco, State of California, on the 3rd day of January, 1898, at the hour of 11 o'clock A. M. of said day, or as soon thereafter as Counsel can be heard, why an injunction should not be granted compelling said Coal Dealers Association of California to dissolve; and setting aside the agreement set up in the petition of complaint filed in the above entitled action, as made between said Association, and the Wholesalers, on June 1st 1896, as modified; and restraining said defendants, and each of them and their associates, employees, servants and agents, and the associates, employees, servants and agents of each of them, pending the litigation herein, and until the final decree of this Court from further agreeing, combining, conspiring and acting together to maintain rules and regulations and rates and prices for coal brought from British Columbia, Washington and Oregon, to San Francisco in the State of California, for domestic purposes as fuel, and from hindering trade and commerce between said States and foreign countries, and from entering and continuing in the combination, association, and conspiracy, to deprive the people of the City of San Francisco of such facility, rates and prices for coal brought from British Columbia, Oregon and Washington, to the city of San Francisco, in the State of California, as will be afforded by free and unrestrained competition between the owners, operators, importers and dealers of said coal used from said places in said City of San Francisco, for domestic purposes as fuel, and from agreeing, combining and conspiring and acting together to monopolize or attempt to monopolize said trade and commerce in coal between said States of Oregon, Washington, California, and said foreign country of British Columbia, and from agreeing, combining and conspiring and acting together to prevent each and any of their association from importing dealing and delivering coal from British Columbia, Washington and Oregon to the City of San Francisco, State of California, and from dealing in the trade and commerce of the same between said States and said foreign country at such rates as shall be fixed by each of said defendants acting independently and separately on its own behalf.

And it is further ordered and adjudged that said defendants, and each of them, their associates, employees, servants and agents, and the associates, employees, servants and agents and each of them, be in the meantime enjoined, restrained and prohibited from charging or collecting from persons engaged in the retail coal trade in the City and County of San Francisco, a price in excess of the sum charged, and collected from members of the Coal Dealers' Association of California, for like purchases, in quantity and quality of coal imported or brought from British Columbia, and from the States of Washington and Oregon, until the further order of this Court, and that service of a copy of this Order, and a copy of said petition in equity and of said Affidavits be made upon each of said defendants, as soon as practicable.

Dated December 16th, 1897.

WM. W. MORROW,
Circuit Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES, IN AND
FOR THE NORTHERN DISTRICT OF CALIFORNIA, NINTH
JUDICIAL CIRCUIT.

No. 12589. In Equity.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE COAL DEALERS ASSOCIATION OF CALIFORNIA, ET ALs.,
RESPONDENTS.

FINAL DECREE.

This cause having been brought on to be heard upon the pleadings and proofs, and Mr. Alfred L. Black, as Special Counsel for the complainant, having been heard on the part of the Complainant, and Messrs. Robert Y. Hayne and Craig & Craig having been heard on the part of the respondents, the Coal Dealers' Association of California, and all the members of said Association, and J. J. Donegan, T. O'Brien, T. Morton, E. K. Carson, George Corkery, J. B. Dallas, Peter Kelly, N. C. Toff, H. Baehr, T. Brannan,

George Jones, J. T. Mullen, M. Joost, G. B. DeMartini, P. J. Casey, W. H. Wiseman and W. J. Jones, members of said Association, and also for R. D. Chandler, Oregon Coal and Navigation Company, and W. G. Stafford, trading as W. G. Stafford & Company; and Mr. T. C. Coogan, having been heard on the part of the defendants Charles R. Allen and George Fritch; and Mr. W. C. Goodfellow, having been heard on behalf of the defendant Central Coal Company; and it having been stipulated by Mr. Alfred L. Black in open Court on behalf of the Complainant that this cause may be dismissed for want of proofs against J. C. Wilson & Company, Oregon Improvement Company, R. Dunsmuir & Sons and John Rosenfeld Sons Company, and due deliberation having been had, it is ordered, adjudged, and decreed that this action be and the same is hereby dismissed, as to the respondents J. C. Wilson & Company, Oregon Improvement Company, R. Dunsmuir & Sons, and John Rosenfeld Sons Company.

And it is further ordered, adjudged, and decreed that the agreement made between the respondents the Coal Dealers' Association of California, and the respondents Charles R. Allen, R. D. Chandler, Central Coal Company, George Fritch, Oregon Coal and Navigation Company, W. G. Stafford, trading as W. G. Stafford & Company, and others, as is set forth in the complaint herein, as made on June 1st, 1896, together with the modifications as is in said complaint set forth, be and the same hereby is adjudged to be void, and of no effect, and contrary to the provisions of an Act of Congress entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," Approved on the 2nd day of June, 1890, and known as Chapter 697 of the Supplement to the Revised Statutes of the United States.

And it is further ordered, adjudged, and decreed that the respondents the Coal Dealers' Association of California, and all the members of said Association, J. J. Donegan, T. O'Brien, T. Morton, E. K. Carson, George Corkery, J. B. Dallas, Peter Kelly, N. C. Toft, H. Baehr, T. Brannan, George Jones, J. T. Mullen, M. Joost, G. B. DeMartini, P. J. Casey, W. H. Wiseman and W. J. Jones, members of said Association, and also R. D. Chandler, Oregon Coal and Navigation Com-

pany, and W. G. Stafford, trading as W. G. Stafford & Company, Charles R. Allen, George Fritch, and Central Coal Company are hereby perpetually enjoined from acting under or in accordance with the terms of the agreement made between said respondent The Coal Dealers' Association of California, and said respondents Charles R. Allen, Central Coal Company, R. D. Chandler, George Fritch, Oregon Coal and Navigation Company, W. G. Stafford, trading as W. G. Stafford & Company, and others, made on June 1st, 1896, together with the modifications of said agreement, as is fully set forth in the bill of complaint filed herein, and that said respondents last herein named, and each and every of them, be and they are perpetually enjoined and prohibited from further agreeing, combining, or conspiring or acting together to maintain prices by any agreement similar to that set forth in said complaint, for coal brought from British Columbia, Washington, and Oregon to San Francisco in the State of California, for domestic purposes as fuel.

WM. W. MORROW,
Circuit Judge.

Filed May 2, 1899.

UNITED STATES v. CHESAPEAKE & OHIO FUEL CO.

105 Fed. 93; 115 Fed. 610.

**THE UNITED STATES OF AMERICA, SOUTHERN DISTRICT
OF OHIO, WESTERN DIVISION, SS.**

At a stated term of the Circuit Court of the United States, within and for the Western Division of the Southern District of Ohio, begun and held at the City of Cincinnati, in said District, on the first Tuesday in October being the second day of said month, in the year of our Lord one thousand and nine hundred and of the Independence of the United States of America the one hundred and twenty-fifth, to-wit: On Thursday the 22d day of November A. D. 1900.

Present: the Honorable Albert C. Thompson, District Judge, Sitting and holding Circuit Court of the United States. Among the proceedings then and there had were the following, to-wit:

THE UNITED STATES OF AMERICA, by John W. Griggs, Its Attorney General, and William E. Bundy, United States Attorney for the Southern District of Ohio, Plaintiff,

vs.

THE C. & O. FUEL COMPANY, a corporation organized under the laws of West Virginia, and having its place of business in the City of Cincinnati, Ohio; **THE ST. CLAIR COMPANY**, a corporation organized under the laws of West Virginia; **JOHN CARVER** and **ENOCH CARVER**, partners doing business under the firm name and style of **CARVER BROTHERS**; **W. R. JOHNSON**, and **M. T. DAVIS**, partners doing business under the firm name and style of **M. T. DAVIS & COMPANY**; **JOHN CARVER** and **ENOCH CARVER**, partners doing business under the firm name and style of **THE MECCA COAL COMPANY**; **S. H. MONTGOMERY**, doing business under the name and style of the **MONTGOMERY COAL COMPANY**; **THE CHESAPEAKE MINING COMPANY**, a corpo-

ration organized under the laws of West Virginia; THE BELMONT COAL COMPANY a corporation organized under the laws of West Virginia; THE KANAWHA SPLINT COAL COMPANY, a corporation organized under the laws of West Virginia; THE ROBINSON COAL COMPANY, a corporation organized under the laws of West Virginia; HARRIS B. SMITH, SPECIAL RECEIVER of the LENS CREEK COAL & COKE COMPANY, a corporation organized under the laws of West Virginia; THE LENS CREEK COAL & COKE COMPANY, a corporation organized under the laws of West Virginia; JOSEPH RENSHAW, SPECIAL RECEIVER of THE BIG BLACK BAND COAL COMPANY, and the BIG BLACK BAND COAL COMPANY, a corporation organized under the laws of West Virginia; THE CHARLMORE COAL COMPANY, a corporation organized under the laws of West Virginia; ROBERT BRABBIN, JR., and N. L. PERRY, partners doing business under the firm name and style of THE BRABBIN COAL COMPANY, JASPER MCCALLISTER, SAMUEL MOORE and JAMES KELSOE, partners doing business under the firm name and style of MCCALLISTER & COMPANY, Defendants.

FINAL DECREE.

This day this cause came on for hearing upon the issues joined in the pleadings, and with the evidence and arguments of Counsel the same was submitted to the Court. Upon due consideration thereof the Court find the equities to be with the plaintiff and that the contract described in the bill and the combination of the defendants thereunder are in restraint of trade and commerce among the several states. Said contract is therefore declared to be illegal, and it is ordered that the combination of the defendants thereunder shall be dissolved forthwith; and the defendants and each of them are hereby perpetually enjoined from further operations under said contract or from entering into or continuing in any like combination or agreement and from selling or shipping under the terms thereof any coal or coke to be transported from one state into another. And it is further adjudged that the defendants pay the costs of this action taxed at \$——.

To all of which the defendants above named and each of them except.

UNITED STATES v. NORTHERN SECURITIES CO.

120 Fed. 721; 193 U. S. 197.

IN THE CIRCUIT COURT OF THE UNITED STATES, FOR THE
DISTRICT OF MINNESOTA. THIRD DIVISION.

In Equity. No. 789.

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE NORTHERN SECURITIES COMPANY, THE NORTHERN PACIFIC RAILWAY COMPANY, THE GREAT NORTHERN RAILWAY COMPANY, JAMES J. HILL, WILLIAM P. CLOUGH, D. WILLIS JAMES, JOHN S. KENNEDY, J. PIERPONT MORGAN, ROBERT BACON, GEORGE F. BAKER AND DANIEL LAMONT, DEFENDANTS.

DECREE.

This cause came on to be heard at this term and was argued by Counsel Hon. Philander C. Knox, the Attorney General, Mr. D. T. Watson, Special Counsel, Mr. James M. Beck and Mr. W. A. Day, Assistant Attorneys General and Mr. John M. Freeman, appearing for the United States, and Mr. George B. Young Mr. John W. Griggs, Mr. M. D. Grover, Mr. C. W. Bunn, Mr. Francis Lynde Stetson and Mr. David Willcox, appearing for the defendants; and thereupon, upon consideration of the evidence and the arguments,

IT WAS ORDERED, ADJUDGED AND DECREED as follows, to-wit: That the defendants above named have heretofore entered into a combination or conspiracy in restraint of trade and commerce among the several States, such as an Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful

restraints and monopolies" denounces as illegal; that all of the stock of the Northern Pacific Railway Company and all of the stock of The Great Northern Railway Company, now claimed to be held and owned by the defendant, The Northern Securities Company, was acquired and is now held by it in virtue of such combination or conspiracy in restraint of trade and commerce among the several states; that The Northern Securities Company, its officers, agents, servants and employees be and they are hereby enjoined from acquiring or attempting to acquire further stock of either of the aforesaid Railway Companies; that The Northern Securities Company be enjoined from voting the aforesaid stock which it now holds or may acquire and from attempting to vote it at any meeting of the stockholders of either of the aforesaid Railway Companies and from exercising or attempting to exercise any control, direction, supervision or influence whatsoever over the acts and doings of said Railway Companies or either of them by virtue of its holding such stock therein; that The Northern Pacific Railway Company and The Great Northern Railway Company, their officers, directors, servants and agents be and they are hereby respectively and collectively enjoined from permitting the stock aforesaid to be voted by The Northern Securities Company or in its behalf by its attorneys or agents at any corporate election for directors or officers of either of the aforesaid Railway Companies and that they, together with their officers, directors, servants and agents, be likewise enjoined and respectively restrained from paying any dividends to The Northern Securities Company on account of stock in either of the aforesaid Railway Companies which it now claims to own and hold; and that the aforesaid Railway Companies, their officers, directors, servants and agents be enjoined from permitting or suffering The Northern Securities Company or any of its officers or agents, as such officers or agents, to exercise any control whatsoever over the corporate acts of either of the aforesaid Railway Companies. But nothing herein contained shall be construed as prohibiting The Northern Securities Company from returning and transferring to the stockholders of The Northern Pacific Railway Company and

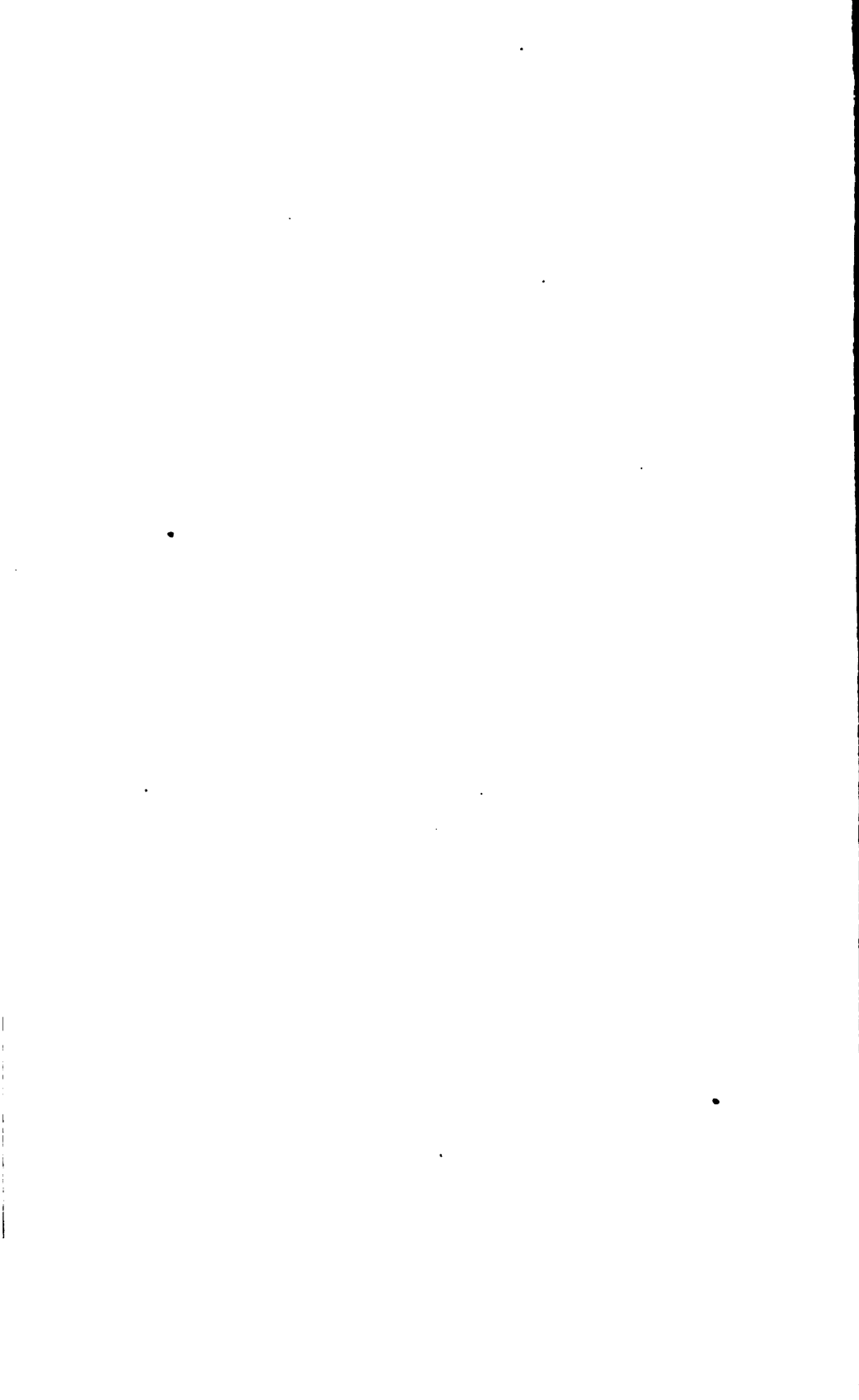
The Great Northern Railway Company respectively, any and all shares of stock in either of said Railway Companies which said The Northern Securities Company may have heretofore received from such stockholders in exchange for its own stock; and nothing herein contained shall be construed as prohibiting The Northern Securities Company from making such transfer and assignments of the stock aforesaid to such person or persons as may now be the holders and owners of its own stock originally issued in exchange or in payment for the stock claimed to have been acquired by it in the aforesaid Railway Companies.

IT IS FURTHER ORDERED AND ADJUDGED that the United States recover of and from the defendants, its costs herein expended, the same to be taxed by the Clerk of this Court, and have execution therefor.

HENRY C. CALDWELL,
Presiding Judge.

WALTER H. SANBORN,
AMOS M. THAYER,
Circuit Judges.

Filed April 9th, 1903.



UNITED STATES v. SWIFT & CO.

122 Fed. 529; 196 U. S. 875; 188 Fed. 92.

ORDER.

CIRCUIT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF ILLINOIS, NORTHERN DIVISION.

TUESDAY, MAY 20, 1902.

Present, Hon. Peter S. Grosscup, Circuit Judge.

UNITED STATES OF AMERICA,

vs.

SWIFT AND COMPANY, THE CUDAHY PACKING COMPANY, THE HAMMOND PACKING COMPANY, ARMOUR AND COMPANY, THE ARMOUR PACKING COMPANY, THE G. H. HAMMOND COMPANY, SCHWARTZSCHILD AND SULZBERGER COMPANY, CORPORATIONS, AND NELSON MORRIS, EDWARD MORRIS AND IRA N. MORRIS, Co-PARTNERS as NELSON MORRIS AND COMPANY, J. OGDEN ARMOUR, PATRICK A. VALENTINE, CALVIN M. FAVORITE, ARTHUR MEEKER, THOMAS J. CONNERS, CHARLES F. LANGDON, MICHAEL CUDAHY, EDWARD A. CUDAHY, PATRICK CUDAHY, ALBERT F. BORCHERT, GUSTAVUS F. SWIFT, LOUIS F. SWIFT, LAWRENCE A. CARTON, D. EDWIN HARTWELL, JESSE P. LYMAN, FRANK E. VOGLE, LOUIS PFAELZER, WILLIAM RUSSELL, ALBERT H. VEEDER AND HENRY VEEDER, EDWARD C. SWIFT, FERDINAND SULZBERGER AND W. H. NOYES.

This cause coming on to be heard, upon the motion of the complainants for a temporary injunction, as prayed in said bill, and the complainants having exhibited their sworn bill to the court, and divers affidavits in support thereof, no answer or demurrer having been filed thereto, nor any affidavits in resistance thereof, and the court having heard the

arguments of counsel, and being fully advised in the premises, doth order that a temporary writ of injunction issue, restraining, until the final hearing or further order of this court, the said defendants, Swift and Company, the Cudahy Packing Company, the Hammond Packing Company, Armour and Company, the Schwartzschild and Sulzberger Company, corporations respectively, Nelson Morris, Edward Morris and Ira N. Morris, co-partners as Nelson Morris and Company, J. Ogden Armour, Patrick A. Valentine, Calvin M. Favorite, Arthur Meeker, Thomas J. Connors, Charles F. Langdon, Michael Cudahy, Edward A. Cudahy, Patrick Cudahy, Albert P. Borchert, Gustavus F. Swift, Louis P. Swift, Lawrence A. Carton, D. Edwin Hartwell, Jesse P. Lyman, Frank E. Vogel, Louis Pfaelzer, William Russell, Albert H. Veeder, Henry Veeder, Edward C. Swift, Ferdinand Sulzberger and W. H. Noyes, and each of them, their respective agents and attorneys, and all other persons acting or claiming, or assuming to act under their authority, or that of any of them, from entering into, taking part in or performing any contract, combination or conspiracy, the purpose or effect of which will be, as to trade and commerce in fresh meats, a restraint of trade or commerce among the several states, territories, and the District of Columbia, either by directing or requiring their respective agents from refraining to bid against each other in the purchase of live stock; or collusively, and by agreement, refraining from bidding against each other at such sales; or by arbitrarily raising or lowering prices; or fixing uniform prices at which said meats will be sold, either directly or through their respective agents; or by curtailing the quantity of such meats shipped to such markets and agents; or by imposing penalties for deviations from prices; or by establishing and maintaining uniform rules for the giving of credit to dealers in such matters; or by imposing uniform charges for cartage and delivery of such meats to dealers and consumers; or by any other method or device, the purpose and effect of which is to restrain trade and commerce, as aforesaid.

And, also, from violating the provisions of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," by combining or conspiring together, or with each

other and others, to monopolize or attempt to monopolize any part of the trade and commerce in fresh meats among the several states and territories and the District of Columbia, by demanding, obtaining, or, with or without the connivance of the officers or agents thereof, or of any of them, receiving from the railroad companies or other common carriers transporting such fresh meats in such trade and commerce, either directly or by means of rebates, or by any other device, transportation of or for such fresh meats, from the points of the preparation and production of the same from live stock or elsewhere, to the markets for the sale of the same to dealers and consumers in other states and territories, than those wherein the same are so prepared, or the District of Columbia, at less than the regular rates which may be established or in force, on their several lines of transportation, under the provisions in that behalf of the laws of the United States for the regulation of commerce.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS, NORTHERN DIVI-
SION.

THE UNITED STATES OF AMERICA,

VS.

SWIFT & COMPANY ET AL.

DECREE OF MAY 26, 1903.

This cause came on to be heard upon the demurrers of the defendants, and the court, being fully advised in the premises, overruled the same, and ordered the defendants to answer the petition herein on or before the twenty-first day of April, 1903, whereupon on the twenty-second day of April, 1903, the defendants having elected to stand by their demurrers, and having failed to file their answer to the petition, the default of the defendants and each of them was entered herein upon motion of S. H. Bethea, United States Attorney.

And now, upon motion of the said attorney, the court doth order that the preliminary injunction heretofore awarded in this cause, to restrain the said defendants and each of them, their respective agents and attorneys, and all other persons acting in their behalf, or in behalf of either of them, or claiming so to act, from entering into, taking part in, or performing any contract, combination or conspiracy, the purpose or effect of which, will be, as to trade and commerce in fresh meats between the several States and Territories and the District of Columbia, a restraint of trade, in violation of the provisions of the act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," either by directing or requiring their respective agents to refrain from bidding against each other in the purchase of livestock; or collusively and by agreement to refrain from bidding against each other at the sales of live stock; or by combination, conspiracy or contract raising or lowering prices or fixing uniform prices at which the said meats will be sold, either directly or through their respective agents; or by curtailing the quantity of such meats shipped to such markets and agents, or by establishing and maintaining rules for the giving of credit to dealers in such meats, the effect of which rules will be to restrict competition; or by imposing uniform charges for cartage and delivery of such meats to dealers and consumers, the effect of which will be to restrict competition; or by any other method or device, the purpose and effect of which is to restrain commerce as aforesaid; and also from violating the provisions of the act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," by combining or conspiring together, or with each other and others, to monopolize or attempt to monopolize any part of the trade and commerce in fresh meats among the several States and Territories and the District of Columbia, by demanding, obtaining, or, with or without the connivance of the officers or agents thereof, or of any of them, receiving from railroad companies or other common carriers transporting such fresh meats in such trade and commerce, either directly or by means of

rebates, or by any other device, transportation of or for such meats, from the points of the preparation and production of the same from live stock or elsewhere, to the markets for the sale of the same to dealers and consumers in other States and Territories than those wherein the same are so prepared, or the District of Columbia, at less than the regular rates which may be established or in force on their several lines of transportation, under the provisions in that behalf of the laws of the said United States for the regulation of commerce, be and the same is hereby made perpetual.

But nothing herein shall be construed to prohibit the said defendants from agreeing upon charges for cartage and delivery, and other incidents connected with local sales, where such charges are not calculated to have any effect upon competition in the sales and delivery of meats; nor from establishing and maintaining rules for the giving of credit to dealers where such rules in good faith are calculated solely to protect the defendants against dishonest or irresponsible dealers, nor from curtailing the quantity of meats shipped to a given market where the purpose of such arrangement in good faith is to prevent the over-accumulation of meats as perishable articles in such markets.

Nor shall anything herein contained be construed to restrain or interfere with the action of any single company or firm, by its or their officers or agents (whether such officers or agents are themselves personally made parties defendant hereto or not) acting with respect to its or their own corporate or firm business, property or affairs.

MAY 26, 1903.

UNITED STATES v. FEDERAL SALT CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES, NINTH
JUDICIAL DISTRICT, IN AND FOR THE NORTHERN DIS-
TRICT OF CALIFORNIA.**

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

FEDERAL SALT COMPANY ET AL., DEFENDANTS.

**TO FEDERAL SALT COMPANY, AMERICAN SALT COMPANY,
UNION PACIFIC SALT COMPANY, CONTINENTAL SALT AND
CHEMICAL COMPANY, CARMEN ISLAND SALT COMPANY, NEW
LIVERPOOL SALT COMPANY, IMPERIAL SALT COMPANY, GETZ
BROTHERS AND COMPANY, LOUIS GETZ, CHRIST MADSEN, AU-
GUST ROSSOW, SOPHIA DROSTE AND HENRY DROSTE (her
husband), ANNA CHRISTENSEN, MRS. PETER MATHISEN,
F. F. LUND, JOHN MICHELSON, N. P. NEILSON, H. PEDER-
MAN, MARY NEILSEN, N. C. NEILSEN, HARRIET M. BLOCK,
J. P. TUCKSEN, EDWARD OLIVER, EMMA LINDENBERG and
A. LINDENBERG (her husband), PATRICIO MARSICANO, AU-
GUST JOHNSEN, ARTHUR COX, WILLIAM F. BARTON, BEN-
JAMIN F. BARTON, JOHN QUIGLEY, E. L. STERN, BENJA-
MIN STERN, AUGUST L. JOHNSON, MARY PETERMANN,
CATHERINA PESTDORF; ADOLPH OLIVER, HENRY OLIVER and
ANDREW OLIVER, individually, and as partners under the
firm name of OLIVER BROTHERS; JOHN A. PLUMMER and
CHARLES A. PLUMMER, individually, and as partners un-
der the firm name of PLUMMER AND BROTHER; JAMES
BAMBERGER, J. LIGURA and ISAAC BLOCH, individually, and
as partners under the firm name of BAMBERGER, LIGURA
AND BLOCH; REGINALD MILLS and A. S. JONES, individu-
ally, and as surviving partners of the HAYWARDS LUMBER
COMPANY; and LESLIE SALT REFINING COMPANY a corpo-
ration, REDWOOD CITY SALT COMPANY, a corporation, MARY
COX, MRS. ELSA A. OLIVER, and ANNA OHLSON.**

The above named complainant having this day filed and presented its petition and bill of complaint against the above named defendants, supported by the affidavits of Thomas Turnbull, H. C. Coward, Oscar T. Weber, F. C. Harvey, Emilie Strouse, Samuel C. Hammond, I. L. Hofmann, Elias Hofmann, J. H. McNemony, and John Dugan, and having applied for an injunction against said defendants, let said defendants show cause before this court, at the court room thereof, in the City and County of San Francisco, State of California, on the third day of November, 1902, at the hour of eleven o'clock A. M. of said day, or as soon thereafter as counsel can be heard, why an injunction should not be granted restraining said Federal Salt Company, and the remaining defendants, and each of them, from further going on, carrying out, maintaining, or acting, in any way, shape, manner or form, under the agreements and contracts mentioned in said petition and bill of complaint; and setting aside, vacating and cancelling the agreements and contracts mentioned in said petition and bill of complaint, and restraining said defendants, and each of them, and their associates, attorneys, employees, servants and agents, of each of them, pending the litigation herein, and until the final decree of this court from further agreeing, combining, conspiring and acting together, to maintain rules and regulations, and rates and prices for the sale of salt with and between the divers states, territories, District of Columbia and foreign countries mentioned in said petition and bill of complaint, and from hindering the trade and commerce in salt between the said states, territories, District of Columbia and foreign countries mentioned in said petition and bill of complaint, and from further entering and continuing in the combination, association, monopoly and conspiracy to deprive the people of the City of San Francisco, and of the State and Northern District of California, and of the divers states, territories, District of Columbia and foreign nations mentioned in said petition and bill of complaint, of said facilities in rates and prices of salt as will be afforded by free and unrestrained competition between the owners, importers, shippers and dealers of salt, sold, used and consumed in the divers states, territories, District of Columbia

and foreign countries mentioned in the petition and bill of complaint, and from further agreeing, combining, conspiring and acting together, to monopolize or attempt to monopolize said trade and commerce in salt in the divers states territories, District of Columbia and foreign nations mentioned in said petition and bill of complaint, and from further agreeing, combining, conspiring and acting together, to deprive each and any of said defendants, or other persons, from importing, shipping, dealing, delivering and selling salt in the divers states, territories, District of Columbia, foreign nations and places mentioned in said petition and bill of complaint, under said agreements and contracts, or any of them mentioned in said petition and bill of complaint, and under the combination, trust, monopoly and conspiracy set out in said petition and bill of complaint, and from dealing in the trade and commerce in the same between said states, territories, District of Columbia and foreign nations, at such rates and prices as shall be fixed by said defendants combining, conspiring and acting together to monopolize, or attempt to monopolize, said trade and commerce in salt with and between the divers states, territories, District of Columbia, and foreign nations mentioned in said petition and bill of complaint.

And it is further ordered and adjudged that said defendants, and each of them, their associates, attorneys, employes, servants, and agents, and the associates, attorneys, employes, servants and agents, of each of them, be, in the meantime enjoined, restrained and prohibited from further going on, carrying out, maintaining or acting in any way, shape, manner or form, under all, or any, of said agreements and contracts mentioned in said petition and bill of complaint, and from further agreeing, combining, conspiring and acting together, as to the trade and commerce in salt between the divers states, territories, District of Columbia and foreign nations set out and mentioned in said petition and bill of complaint, or from charging or collecting, from persons engaged in the wholesale or retail salt trade, or buyers or consumers of salt, in the divers states, territories, District of Columbia and foreign nations, under and in pursuance of said agreement, combina-

tion and conspiracy prices in excess of the reasonable market prices that would exist were it not for the unlawful agreements, contracts, combination, trust, monopoly and conspiracy set out and mentioned in said petition and bill of complaint.

It is further ordered and adjudged that said defendants, and each of them, be served with this order by a certified copy thereof and copy of said petition and bill of complaint and of said affidavits, and that they abstain from doing any of the acts or things prohibited by this restraining order until a further order of the court.

San Francisco, Cal., October 15, 1902.

WM. W. MORROW,
U. S. Circuit Judge.

At a stated term, to wit: the November term A. D. of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Northern District of California, held at the Court Room in the City and County of San Francisco, on Monday the 10th day of November in the year of our Lord one thousand nine hundred and two.

Present: The Honorable WILLIAM W. MORROW, Circuit Judge.

No. 13303.

THE UNITED STATES OF AMERICA,

VS.

FEDERAL SALT COMPANY, ET AL.

This cause came on this day to be heard upon the order to show cause why an injunction pendente lite should not issue as prayed in and by complainant's petition and bill of complaint, Marshall B. Woodworth Esq., United States Attorney, appeared upon behalf of the complainant; Louis F. Titue Esq., appeared as solicitor for the defendant Fed-

eral Salt Company; F. D. Madison Esq., appeared as solicitor for the defendant Imperial Salt Company; Purcell Rowe Esq., appeared as solicitor for the defendant New Liverpool Salt Company, and the remaining defendants named in the bill as amended were not represented by their solicitors.

Mr. Woodworth on behalf of complainant introduced in evidence the petition and bill of complaint; the affidavits of H. C. Coward, Oscar T. Weber, F. C. Harvey, Emilie Strouse, Samuel A. Hammond, I. C. Hofman, Elias Hoffman, Thomas Turnbull, John Dugan and J. H. McMenomy filed with the bill of complaint; the affidavit of H. C. Coward filed October 30, 1902, the affidavits of Fred Becker, Simon Blum, Frank H. Kerrigan, John J. Dillon, Ernest F. Muller, H. C. Coward, Louis Getz, Arnold Hooper and Geo. A. Ralph, filed this day, and the affidavit of Leon Blum filed (by the defendant Federal Salt Company) on October 18, 1902, and also moved the Court that upon the affidavits filed and the showing made, the Inland Crystal Salt Company of Salt Lake, Utah, be made a party to the bill herein.

Mr. Titus, on behalf of the defendant Federal Salt Company, introduced in evidence the affidavit of John Wadsworth, filed this day, and demurred ore tenus to the bill.

Mr. Madison, on behalf of the defendant Imperial Salt Company, introduced in evidence the affidavits of Percy T. Morgan, F. W. Van Sicklens and Charles R. Bishop, filed October 30, 1902, and the motion of said defendant to dissolve the restraining order herein.

Mr. Rowe, on behalf of the defendant New Liverpool Salt Company, introduced in evidence the affidavit of Clinton E. Worden, filed October 18, 1902, and the affidavits of A. M. Rawson and Clinton E. Worden, filed October 20, 1902, and the motion of said defendant to dismiss the bill as to itself.

Thereupon the said application for injunction, and motion to make Inland Crystal Salt Company a party to the bill, together with the demurrer ore tenus of the defendant Federal Salt Company were argued and submitted to the Court for consideration and decision; and the same having been fully considered, and the Court having delivered its oral opinion, it is, in accordance therewith

Ordered, that the restraining order herein be and hereby is dissolved as to the defendant Imperial Salt Company; that the demurrer ore tenus of the defendant Federal Salt Company be, and hereby is overruled, and that the application of complainant for an injunction pendente lite herein be and hereby is granted as to all the defendants except the Imperial Salt Company, and that the motion of complainant to make the Inland Crystal Salt Company of Salt Lake, Utah, a party to the bill herein be and hereby is granted, and that subpoena may issue to said defendant, upon request of complainant's solicitor.

And it is further ordered that the injunction pendente lite herein granted, shall, when issued, be in the terms of the restraining order herein as modified.

UNITED STATES v. BAKER & HOLMES CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF FLORIDA.**

In Chancery.

THE UNITED STATES

vs.

BAKER & HOLMES COMPANY ET AL.

DECREE.

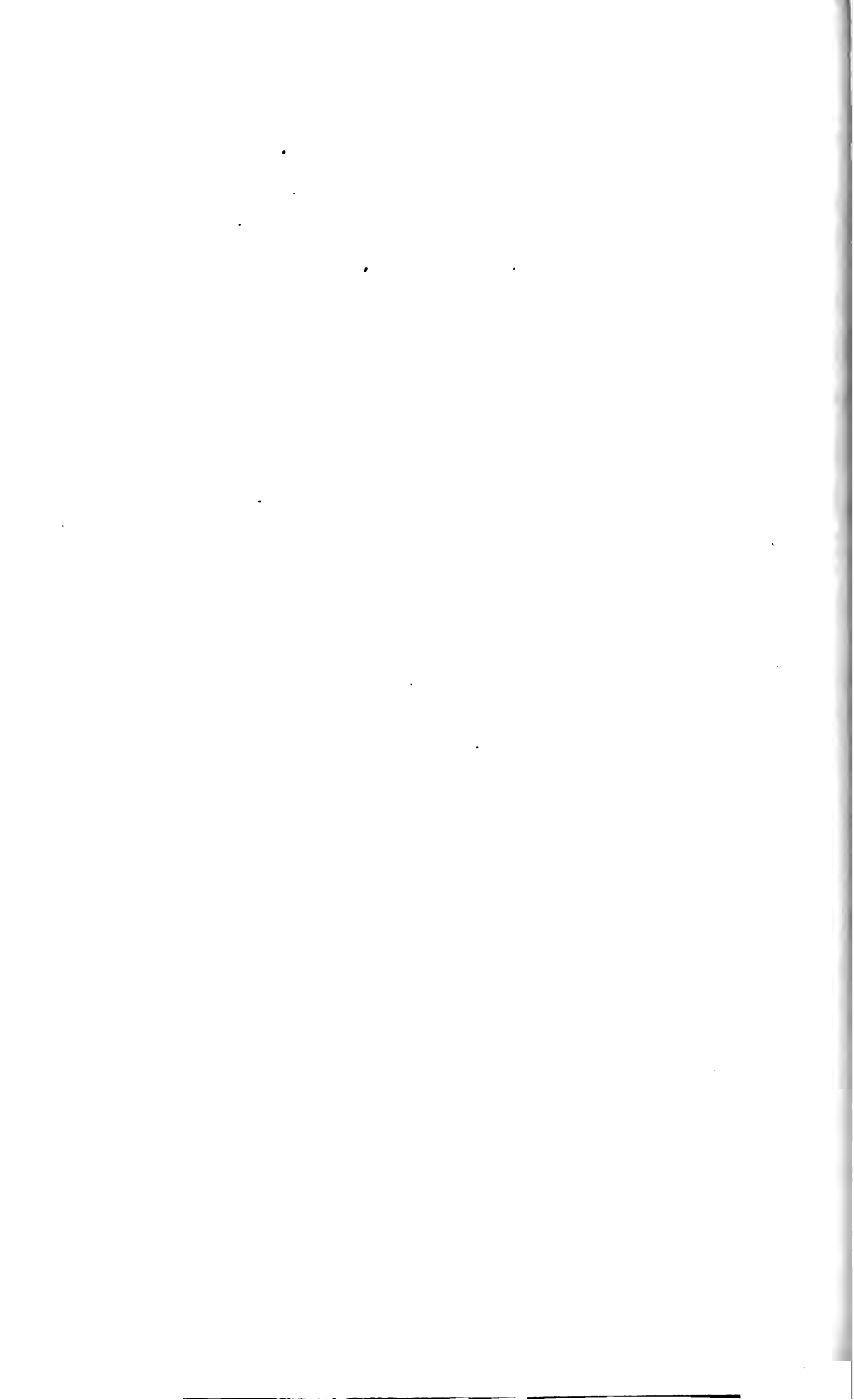
This case coming on to be heard, after hearing and considering the evidence and arguments of counsel, it is

ORDERED, ADJUDGED AND DECREED that complainant's bill be and hereby is dismissed.

By the Court,

JAMES W. LOCKE, Judge.

[November 1, 1907.]



UNITED STATES v. GENERAL PAPER CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MINNESOTA. THIRD DIVISION.**

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

GENERAL PAPER COMPANY ET AL., DEFENDANTS.

This cause this day coming to be heard before the United States Circuit Court for the District of Minnesota, Third Division, upon motion of the complainant for an injunction in accordance with the prayer of the bill of complaint heretofore filed herein, and the defendants, General Paper Company, The Itasca Paper Company, Hennepin Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fiber and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, The Petoskey Fibre Paper Company, Rhinelander Paper Company, appearing by their solicitors, and the court being duly advised in the premises, it is ORDERED, ADJUDGED AND DECREED as follows:

1. That the defendants, The Itasca Paper Company, Hennepin Paper Company, Wolf River Paper and Fibre Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills

Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, The Petoskey Fibre Paper Company, and the Rhinelander Paper Company, did, as alleged in the bill of complaint, in violation of the provisions of Sections 1 and 2 respectively, of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," enter into an agreement, combination and conspiracy with one another to restrain the trade and commerce among the several states, and to control, regulate and monopolize said trade and commerce in the manufacture of news print, manilla, fibre, and other papers, and in the distribution, sale and shipment thereof, among the several states, as is more particularly alleged in the bill of complaint, and that in pursuance of said combination and conspiracy in restraint of trade and to monopolize said trade and commerce, as aforesaid, the said defendants caused to be organized under the laws of the state of Wisconsin a corporation, to-wit: The General Paper Company, defendant, with a capital stock of \$100,000, divided into 1000 shares of \$100 each, which were, pursuant to said common understanding, distributed among the defendants upon a basis of the estimated relative productions of such kinds and grades of paper made by the respective defendants, and that the said stock was owned by said defendants respectively, and that each of said defendants by a contract created the said General Paper Company its exclusive selling agent for any and all box lining, hanging, novel, print and manilla paper manufactured by each of said defendants respectively, and conferred upon the said General Paper Company absolute power to control and restrict the output of each of them, and to fix the price at which all paper manufactured by said defendants should be sold throughout the states of Illinois, Wisconsin, Minnesota, Iowa, North Dakota, South Dakota, Montana, Utah,

Colorado, Kansas, Nebraska, and other states, and to determine to whom, and the terms and conditions upon which said paper should be sold, into what states and places it should be shipped, and what publishers and other customers the mill of each of the said defendants should supply. That the said General Paper Company was and is controlled and governed by a board of directors, upon which board each of the defendants other than the General Paper Company was and is represented by one of its principal officers, and that the number of said board has been from time to time increased as new manufacturing corporations have entered into contracts with the said General Paper Company making it their exclusive selling agent as aforesaid, so as to permit representation thereon by said new corporation. That the said combination is hereby adjudged and decreed to be unlawful and in derogation of the common rights of the people of the United States and in violation of the Act of Congress of July 2nd, 1890, as aforesaid; and that the said defendants and each and all of them, and all and each of their respective directors, officers, agents, servants and employees, and all persons acting under or through them or in their behalf, or claiming so to act, be, and they and each of them are hereby perpetually enjoined, restrained and prohibited from doing any act in pursuance of or for the purpose of carrying out the said combination, conspiracy and agreement in restraint of trade and commerce, as aforesaid, and from monopolizing said trade and commerce as aforesaid.

2. That the defendant, the General Paper Company, its officers, agents, servants and employees be, and hereby are enjoined from acting as the sales agent of said defendants and from selling or fixing the price at which news print, manilla, fibre, and other papers, of the various defendant corporations shall be sold and into what states it shall be shipped and sold, and all contracts, agreements and understandings by which the General Paper Company was and is acting as the general sales agent of the defendants and each and every of them be, and hereby are declared unlawful and cancelled, annulled, and set aside, and they and each of them are hereby enjoined and restrained from making, executing or carrying out any such contract, agreement or understanding in the future.

3. That each and every of the defendants, their officers, agents, servants and employees be and hereby are jointly and severally restrained and enjoined from continuing the agreements made between each of the said defendants and the said General Paper Company, and all agreements heretofore made whereby the General Paper Company was and is constituted the sales agent of any and all news print, manilla, fibre, and other papers, and all contracts and agreements and understandings by which the said General Paper Company was and is so constituted the selling agent of the said defendants, are hereby declared to be unlawful and are hereby cancelled and annulled, and they and each of them are hereby enjoined and restrained from making, executing or carrying out any such contract, agreement or understanding in the future, and from authorizing the said General Paper Company to sell, fix the price of, and terms of sale of the products of, or to control or regulate the output of, each of the defendants' mills and manufactories, or to dictate and determine the persons, corporations or newspapers to which it shall be sold, or the states into which the same shall be shipped and sold.

4. That the defendants and each of them, and all and each of their respective directors, officers, agents, servants and employees, and all persons acting under or through them or any of them, or in their behalf, or claiming so to act, be, and they and each of them are hereby enjoined, restrained and prohibited from entering into, taking part in, or performing any contract, combination or conspiracy, the purpose or effect of which will be, as to trade and commerce in news print, manilla, fibre and other papers manufactured by the defendants, between and among the several states and territories and the District of Columbia, a restraint of trade, or a monopolization of, or an attempt to monopolize trade, in violation of the provisions of the Act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against unlawful Restraints and Monopolies", and the acts amendatory thereof, either by agreeing or contracting together or with one another, expressly or impliedly, directly or indirectly, with respect to the manufacture, price, sale, shipment, and disposition of news print, manilla, fibre, and other papers manufactured, sold and distributed by the said

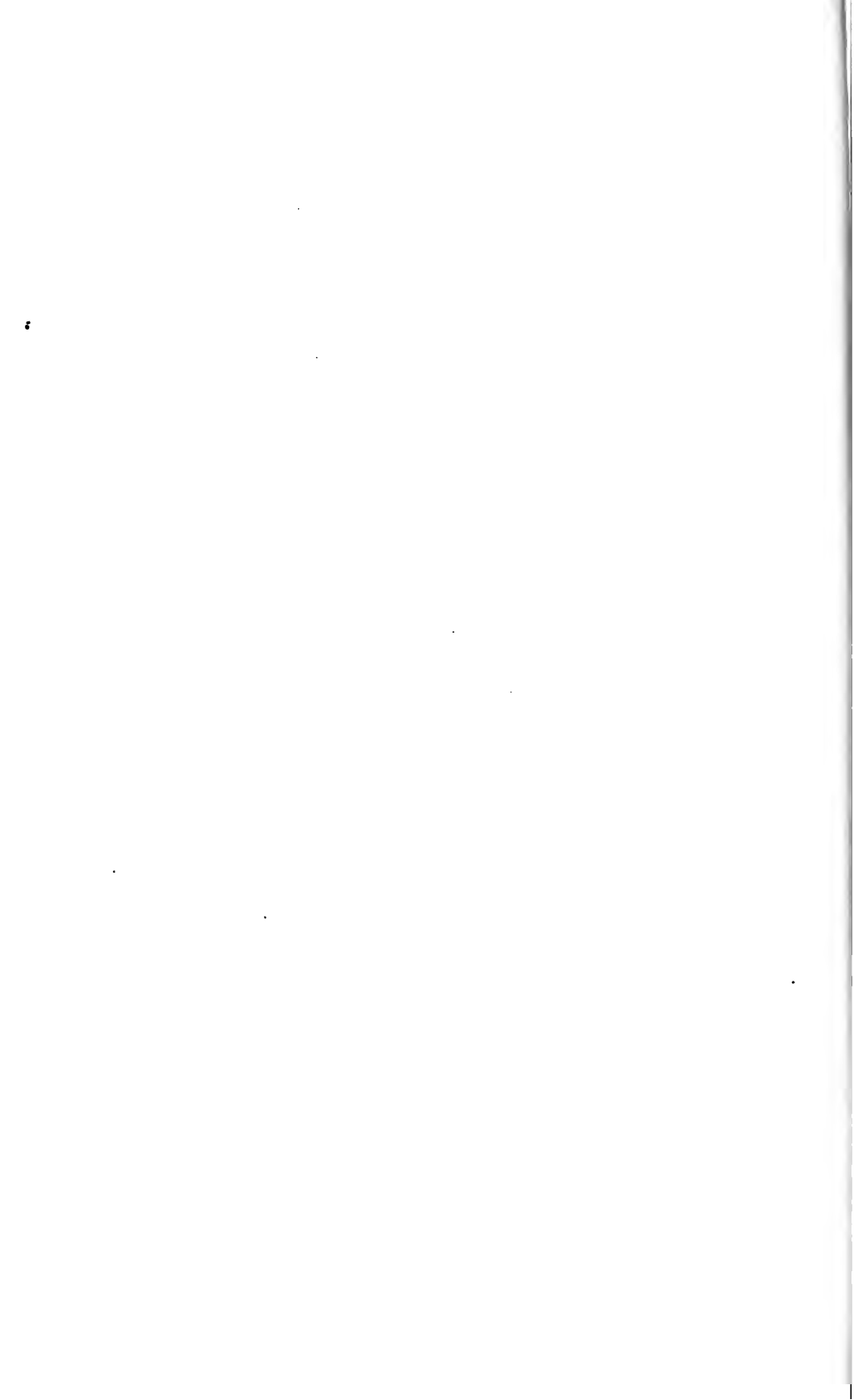
defendants or any of them, or by contracting and agreeing together or with one another expressly or impliedly, directly or indirectly, as to the prices at which the said paper or any part or grade thereof shall be sold, as to the persons or corporations to whom it shall be sold, as to the territory in which any of such paper shall be shipped, sold, or otherwise disposed of, or as to the amount or quantity of such paper or any grade thereof which shall be manufactured, sold or distributed by the defendants or by any of them, or by agreeing or contracting together or with one another with a view to the imposition of any burden or condition upon the manufacture, sale or disposition of such paper manufactured by the defendants or any of them.

5. It is further ordered, adjudged and decreed that a writ of Injunction issue out of this court, enjoining the said defendants, their directors, officers, agents, servants and employees, as hereinabove directed and stated.

6. It is further ordered, adjudged and decreed that the plaintiff have and recover of the defendants its costs and disbursements, to be fixed and allowed by the Clerk pursuant to the rules of equity.

WALTER H. SANBORN,
U. S. Circuit Judge.

Filed June 16th, 1906.



UNITED STATES v. METROPOLITAN MEAT CO.

3 Dist. Hawaii. 110.

**UNITED STATES DISTRICT COURT FOR THE TERRITORY
OF HAWAII.**

UNITED STATES OF AMERICA

vs.

METROPOLITAN MEAT Co., LTD., ETC.

On this day came the United States by its District Attorney, Mr. S. C. Huber, who moved that this cause be discontinued, which was by the Court so ordered.

The foregoing Minutes of the above date are hereby approved:

(Sgd) HORACE W. VAUGHAN
Judge, United States District Court.

(Sgd) J. B. POINDEXTER
Judge, United States District Court.

THURSDAY, September 27, 1917.

**UNITED STATES v. THE NOME RETAIL GROCERY-
MEN'S ASS'N.**

IN THE UNITED STATES DISTRICT COURT FOR THE DIS-
TRICT OF ALASKA, SECOND DIVISION.

UNITED STATES OF AMERICA

vs.

THE NOME RETAIL GROCERYMEN'S ASSOCIATION ET AL.,
DEFENDANTS.

INJUNCTION AND RESTRAINING ORDER.

WHEREAS, in the above named cause it has been made to appear to this court upon the petition and bill of complaint filed herein and the affidavits filed in support thereof, that a restraining order and injunction preliminary to the final hearing is proper, and that prima facie the plaintiff is entitled thereto to enjoin the defendants herein from the acts complained of in said petition and bill of complaint, now, therefore, on motion of the United States District Attorney, on behalf of said plaintiff.

IT IS ORDERED, that the said The Nome Retail Grocerymen's Association, The Northwestern Commercial Company, a corporation, The Beau Mercantile Company, a corporation, Archer, Ewing & Company, a corporation, The Alaska Mercantile Company, a corporation, A. Carllis and S. Carllis, co-partners as Carllis Bros., H. P. King and H. P. King, Jr., co-partners as King and King, Ira M. Rank, M. E. Atkinson, W. W. Ewing, J. P. Parker, A. Polet, C. Lucci, Fred. Broomer, Thorulf Lehman, ——— Bianchi,

Eugene Andrucette, Isaiah Newens and H. J. Glanden, co-partners as Newens and Glanden, defendants herein, and each of them, and all persons acting for them or in their behalf, either as officers, agents, employees, or in any capacity whatever, be and they are hereby especially restrained and enjoined from in any manner interfering with, impeding or preventing free, open and unrestrained competition between themselves or any of them, in the conduct of the retail grocery business of each of said defendants, or between said defendants and others engaged in the retail grocery business in Nome, Alaska; from continuing in force, effect and operations any combinations, conspiracy, agreement or understanding heretofore entered into, between themselves or any of them, relating to the retail selling price of groceries, etc., in Alaska, and from continuing in force, effect and operation, pursuant to such combinations, conspiracy, agreement or understanding, any schedule of prices for groceries, provisions and commodities, heretofore adopted, fixed, agreed upon or put in operation by virtue of combinations, conspiracy, agreement or understanding between themselves, or any of them;

From hereafter combining, conspiring or agreeing between themselves, or any of them, either as individuals or as an association, directly or indirectly to fix, adopt, abide by or maintain any schedule of retail selling prices of any article in the line of groceries, provisions and commodities, or any schedule fixing any minimum price on any such articles; and from entering into any combinations, conspiracy or agreement as an association or as individuals either expressly or impliedly, or in any manner whatever, or by any means arriving at any understanding between themselves, or any of them relating to or in any way affecting the price of any articles for sale at their respective places of business;

From combining, conspiring or agreeing between themselves or any of them, or between themselves and others, to do any act or thing whatever intended or calculated to prevent any person or persons whomsoever from engaging in or continuing to engage in the retail grocery business at Nome, Alaska, or intended or calculated to hinder or embarrass said person or persons in the prosecution of his or their said busi-

ness, either by inducing or attempting to induce wholesale grocery dealers at Nome, Alaska, or elsewhere, to refrain from selling goods to said person or persons or by any other means, except by the legitimate competition, injuring or attempting to injure the business of said person or persons;

From combining and conspiring between themselves to prevent or hinder consumers of groceries, provisions, or commodities, in Alaska from buying said groceries etc., elsewhere than from the said defendants or any of them, and from combining and conspiring between themselves to induce, persuade or force wholesale dealers in Nome, Alaska, or elsewhere in the United States, to refuse to sell groceries etc., at wholesale, direct to consumers in Nome, or elsewhere in Alaska;

From enforcing, causing to be enforced, carrying out or abiding by any agreements, contracts, or obligations, heretofore made and entered into between themselves or any of them, with reference to the regulations, control, maintenance, or fixing of prices of groceries, etc., in Nome, Alaska, or hereafter entering into similar agreements, contracts, or obligations;

From hereafter giving any orders or directions to their agents, or to any persons acting for them, for the performance of any of such acts herein sought to be enjoined; and that this injunction and restraining order shall stand and remain in full force until otherwise ordered by the Court;

IT IS FURTHER ORDERED, that this injunction and restraining order shall be in force and binding upon each of said defendants and all of them so named in said bill from and after service upon them severally of a copy of this order, by delivering to them a copy thereof; and shall be binding upon the defendant, the Nome Retail Grocerymen's Association, and each and every member thereof from the time of service of a copy of this order upon the Secretary of said Association.

Dated at Nome, Alaska, this 7th day of December, A. D. 1905.

ALFRED S. MOORE,
U. S. District Judge, 2nd Div. Alaska.

IN THE UNITED STATES DISTRICT COURT, FOR THE DISTRICT OF ALASKA, SECOND DIVISION.

UNITED STATES OF AMERICA

vs.

THE NOME RETAIL GROCERYMEN'S ASSOCIATION, THE NORTH-WESTERN COMMERCIAL COMPANY, A CORPORATION, THE BEAU MERCANTILE COMPANY, A CORPORATION, ARCHER EWING & COMPANY, A CORPORATION, THE ALASKA MERCANTILE COMPANY, A. CARLIS AND S. CARLIS, COPARTNERS AS CARLIS BROS., H. P. KING AND H. P. KING, JR., COPARTNERS AS KING & KING, IRA M. RANK, M. E. ATKINSON, W. W. EWING, J. P. PARKER, A. POLET, C. LUCCL, FRED BROOMER, THORULF LEHMAN, BIANCHI, EUGENE ANDRUCETTE, ISALAH NEWENS AND H. J. GLANDEN, COPARTNERS AS NEWENS & GLANDEN.

DECREE.

This cause coming on regularly to be heard, on the motion of plaintiff, the United States of America, by Henry M. Hoyt, Esq., its attorney, for judgment, and it appearing to the Court from the records and files herein, including the marshal's return on the summons heretofore issued herein, that each of the above named defendants has been duly and regularly served with the process of this court together with certified copy of the complaint, as required by law, and that more than thirty days has elapsed since such service upon each of the said defendants, and that this action has been duly and regularly dismissed by the order of this court as to the defendants the Alaska Mercantile Company, a corporation and The Beau Mercantile Company, a corporation, the said Beau Mercantile Company, having filed an answer herein, and that none of the other defendants have appeared or answered herein and that the default of each of them has been duly and regularly entered herein, and the Court having considered the complaint and the evidence filed in support thereof, and being sufficiently advised in the premises does now

ORDER, ADJUDGE AND DECREE that the injunction heretofore issued out of this court in this action, commanding the said defendants and each of them to absolutely desist and refrain from in any way interfering with, impeding or preventing free, open and unrestrained competition between themselves or any of them in the conduct of the retail grocery business of each of said defendants, or between said defendants and others engaged in the retail grocery business in Nome, Alaska, and from continuing in force, effect and operation any combination, conspiracy, agreement or understanding heretofore entered into between themselves or any of them relating to the retail selling price of groceries, etc., in Nome, Alaska, and from continuing in force, effect and operation, pursuant to such combination, conspiracy, agreement or understanding, any schedule of prices for groceries, etc. heretofore adopted, fixed, agreed upon, or put in operation by virtue of any combination, conspiracy, agreement or understanding between themselves or any of them; and from hereafter combining, conspiring or agreeing between themselves, or any of them, either as individuals or as an association, directly or indirectly to fix, adopt, abide by or maintain any schedule of retail selling prices of any articles, in the line of groceries etc. in Nome, Alaska or any schedule fixing any minimum price on any such articles; and from entering into any combination, conspiracy or agreement, as an association or as individuals, either expressly or impliedly, or in any manner whatever, or by any means arriving at any understanding between themselves or any of them, relating to or affecting in any way whatever the price of any article for sale at their respective places of business; and from combining, conspiring or agreeing to do any act or thing whatever, intended or calculated to prevent any person or persons whomsoever from engaging in or continuing to engage in the retail grocery business at Nome, Alaska, or intended or calculated to hinder or embarrass said person or persons in the prosecution of his or their said business, either by inducing or attempting to induce wholesale grocery dealers at Nome, Alaska, or elsewhere, to refrain from selling goods to said person or persons or by any other means. except by legitimate compe-

tition, injuring or attempting to injure the business of said person or persons; be and the same hereby is made permanent and perpetual; it is further

ORDERED, ADJUDGED AND DECREED that any and all agreements, contracts and obligations, express or implied, in whatever manner made, heretofore entered into by and between the said defendants herein or any of them with reference to the regulation, control, maintenance or fixing of prices of groceries in Nome, Alaska, be and the same hereby are declared and decreed to be unlawful and void and the same are hereby set aside; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendants and each of them be and they are hereby prohibited and enjoined from hereafter enforcing, causing to be enforced or carrying out said agreements contracts and obligations; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendant the Nome Retail Grocerymen's Association be and the same is hereby declared and decreed to be an unlawful association, and the same is hereby dissolved and abolished; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendants and each of them be and they and each of them is hereby enjoined and restrained from giving any orders or directions to committees, associations or others for the performance of any of the acts herein sought to be enjoined; and it is further

ORDERED AND DECREED that the defendants, against whom this action has not been dismissed, pay the cost and disbursements of this action, taxed at \$220.75.

ALFRED S. MOORE,
District Judge.

[February 8, 1906.]

UNITED STATES v. TERMINAL ASS'N OF ST. LOUIS.

148 Fed. 486; 154 Fed. 268; 197 Fed. 446; 215 U. S. 595; 224 U. S. 383; 236 U. S. 194; 228 U. S. 420.

UNITED STATES CIRCUIT COURT OF THE EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT OF MISSOURI.

No. 5250.

THE UNITED STATES OF AMERICA

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

Before Sanborn, Van Devanter, Hook, and Adams, circuit judges.

Whereas upon full argument and careful consideration of this case two of the judges of this court were of the opinion that the complainant should prevail and two of the judges of this court were of the opinion that the defendants should prevail, and each of them is of the same opinion still, and the Supreme Court of the United States has dismissed the certificate of this division of opinion and has remanded this case to this court with direction to proceed in conformity with the laws of the United States;

Whereas Honorable Charles A. Houts, United States attorney for the Eastern District of Missouri, has made a motion on behalf of the complainant that this court listen to a reargument of this case, and the judges are unanimously of the opinion that further argument thereof would be futile;

And whereas the complainant cannot prevail because only two of the judges are of the opinion that it is entitled to any relief, while two are of the opinion that it is entitled to no relief;

It is hereby ordered that the motion for a reargument of this case be, and the same is hereby, denied and that the bill of the complainant be, and it is hereby dismissed.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,

Circuit Judges.

St. PAUL, *Minnesota*, June 4, 1910.

Filed June 6, 1910.

IN THE DISTRICT COURT OF THE UNITED STATES EASTERN
DIVISION OF THE EASTERN JUDICIAL DISTRICT OF
MISSOURI.

THE UNITED STATES OF AMERICA, COMPLAINANT,

VS.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL.,
DEFENDANTS.

INTERLOCUTORY DECREE ON MANDATE.

This cause came on to be heard at this Term, the parties appearing by their respective solicitors, and it appearing that the United States of America, complainant, heretofore appealed to the Supreme Court of the United States from the final decree of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, dismissing this cause on June 4, 1910; and the Supreme Court of the United States at its October Term, 1911, having duly heard said appeal upon the Transcript of the Record, and having thereupon on the Twenty-second day of April, 1912, ordered, adjudged and decreed that the said decree of the United States Circuit Court, in and for the Eastern Division of the Eastern Judicial District of Missouri, in this cause be and the same is hereby reversed, and that said cause be remanded to this Court for further proceedings in accordance with the Mandate of the Supreme Court of the United States in this cause, bearing date May

23, 1912, which Mandate has been entered of record in this Court on June 3, 1912.

Now, therefore, in obedience to said Mandate and in cognizance with the opinion of the Supreme Court of the United States, it is hereby ordered, adjudged and decreed as follows:

That the defendant, The Terminal Railroad Association of St. Louis, and the fourteen railroad companies defendants herein, their successors and assigns, if any, and such other companies as may have become co-members with the said fourteen railroad companies defendants herein, if any, shall submit to this Court a plan upon which the defendants herein shall have agreed for the reorganization of the contracts, agreements, arrangements and leases, and the use and operation of the properties and terminal facilities of the defendants herein, between The Terminal Railroad Association of St. Louis, Missouri, and its fourteen co-defendant railroads, as aforesaid, as will make said contracts conform in all respects to the terms and conditions hereinafter mentioned.

First: By providing for the admission of any existing or future railroad to joint ownership and control of the combined terminal properties, upon such just and reasonable terms as shall place such applying company on a plane of equality in respect of benefits and burdens with the present proprietary companies.

Second: Such plan of reorganization must also provide definitely for the use of the terminal facilities by any other railroad not electing to become a joint owner, upon such just and reasonable terms and regulations as will, in respect of use, character and cost of service, place every such company as nearly on an equal plane as may be with respect to expenses and charges as that occupied by the proprietary companies.

Third: By eliminating from the present agreement between the Terminal Company and the proprietary companies any provision which restricts any such company to the use of the facilities of the Terminal Company.

Fourth: By providing for the complete abolition of the existing practice of billing to East St. Louis, or other junction points, and then rebilling traffic destined to St. Louis, or to points beyond.

Fifth: By providing for the abolition of any special or so-called arbitrary charge for the use of the terminal facilities in respect of traffic originating in the so-called 100 mile area, that is not equally or in like manner applied in respect of all other traffic of like character originating outside of that area.

Sixth: By providing that any disagreement between any company applying to become a joint owner or user as herein provided for and the Terminal or proprietary companies which shall arise after a final decree in this cause, may be submitted to this Court upon a petition filed in this cause, subject to review by appeal in the usual manner.

Seventh: The final decree will also contain a provision that nothing therein shall be taken to effect in any wise or at any time the power of the Interstate Commerce Commission over the rates to be charged by the Terminal Company, or the mode of billing traffic passing over its lines, or the establishing of joint rates or routes over its lines, or any other power conferred by law upon such Commission.

Eighth: Upon the failure of the parties defendant to come to an agreement within ninety (90) days from June 3rd, 1912, which is in substantial accord with this decree, the Court will, after hearing the parties to this cause, upon a plan for the dissolution of the combination between the Terminal Company, The Wiggins Ferry Company, the Merchant's Bridge Company, and the several terminal companies related to the Ferry and Merchant's Bridge Company, make such order and decree for the complete disjoinder of the three systems, and their future operation as independent systems, as may be necessary, enjoining the defendants, singly or collectively, from any exercise of control or dominion over either of the said terminal systems, or their related constituent companies, through lease, purchase or stock control, and enjoining the defendants from voting any share in any of said companies or receiving dividends, directly or indirectly, or from any future combination of the said systems in evasion of such decree or any part thereof.

JACOB TRIEBER, *Judge.*

JUNE 11th, 1912.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DIVISION OF THE EASTERN JUDICIAL DIS-
TRICT OF MISSOURI.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.,
DEFENDANTS.

INTERLOCUTORY DECREE ON MANDATE.

This cause came on to be heard at this term on the motion of the United States that an interlocutory decree be entered pursuant to the opinions of the Supreme Court reported in 224 U. S., 382, 411, and 226 U. S., 420. The United States of America, complainant, heretofore appealed to the Supreme Court of the United States from the final decree of this court dismissing this cause on June 4, 1910, and the Supreme Court of the United States at its October term, 1911, having heard the appeal upon a transcript of the record and having thereupon, on the 22nd day of April, 1912, ordered, adjudged, and decreed that the said decree of this court in this cause be reversed and that said cause be remanded to this court for further proceedings in accordance with the mandate of the Supreme Court in this cause bearing date May 23, 1912, which was recorded in this court on June 3, 1912, the Honorable Jacob Trieber, United States district judge, on June 11, 1912, entered an interlocutory decree pursuant to the mandate, but subsequently, on the petition for a writ of prohibition, the Supreme Court of the United States rendered a decision to the effect that he was without jurisdiction to render such decree and that this case could be considered and determined only by a court composed of circuit judges in accordance with the provisions of the expedition act, chap. 544, 32 Stat., 823.

Now, therefore, in obedience to the mandate of the Supreme Court and in accordance with the opinions of that court, to which reference has been made, it is hereby ordered, adjudged and decreed that the interlocutory decree hereinbefore rendered on June 11, 1912, by the Honorable Jacob Trieber, district judge, be, and the same is hereby set

aside and for naught held pursuant to the opinion of the Supreme Court; that within sixty days after the entry of this decree the Terminal Railroad Association of St. Louis and the fourteen railroad companies defendants herein, their successors and assigns, if any, and such other companies as may have become comembers with the fourteen defendant railroad companies, if any, shall submit to this court a plan, upon which the defendants herein shall have agreed, for the reorganization of the contracts, agreements, arrangements, and leases, and the use and operation of the properties and terminal facilities of the defendants herein, between the Terminal Railroad Association of St. Louis, Missouri, and its fourteen codefendant railroads, as aforesaid, as will make said contracts conform in all respects to the terms and conditions hereinafter mentioned.

First. By providing for the admission of any existing or future railroad to joint ownership and control of the combined terminal properties, upon such just and reasonable terms as shall place such applying company on a plane of equality in respect of benefits and burdens with the present proprietary companies.

Second. Such plan or reorganization must also provide definitely for the use of the terminal facilities by any other railroad not electing to become a joint owner, upon such just and reasonable terms and regulations as will, in respect of use, character, and cost of service, place every such company as nearly on an equal plane as may be with respect to expenses and charges as that occupied by the proprietary companies.

Third. By eliminating from the present agreement between the terminal company and the proprietary companies any provision which restricts any such company to the use of the facilities of the terminal company.

Fourth. By providing for the complete abolition of the existing practice of billing to East St. Louis or other junction points and then rebilling traffic destined to St. Louis or to points beyond.

Fifth. By providing for the abolition of any special or so-called arbitrary charge for the use of the terminal facilities in respect of traffic originating in the so-called one hundred mile area that is not equally or in like manner applied

in respect of all other traffic of like character originating outside of that area.

Sixth. By providing that any disagreement between any company applying to become a joint owner or user as herein provided for and the terminal or proprietary companies which shall arise after a final decree in this cause may be submitted to this court upon a petition filed in this cause, subject to review by appeal in the usual manner.

Seventh. It is further ordered, adjudged, and decreed that the said parties also present at the same time a proposed form of final decree in accordance with the directions of the Supreme Court in its mandate and opinion, which shall contain a provision that nothing therein shall be taken to affect in any wise or at any time the power of the Interstate Commerce Commission over the rates to be charged by the terminal company, or the mode of billing traffic passing over its lines, or the establishing of joint rates or routes over its lines, or any other power conferred by law upon such commission.

Eighth. Upon the failure of the parties defendant to come to an agreement within sixty days from the entry of this decree which is in substantial accord herewith, the court will, after hearing the parties to this cause, upon a plan for the dissolution of the combination between terminal company, the Wiggins Ferry Company, the Merchants' Bridge Company, and the several terminal companies related to the Ferry and Merchants' Bridge Company, make such order and decree for the complete disjoinder of the three systems as may be necessary, enjoining the defendants, singly or collectively, from any exercise of control or dominion over either of the said terminal systems or their related constituent companies, through lease, purchase, or stock control, and enjoining the defendants from voting any share in any of said companies or receiving dividends, directly or indirectly, or from any future combination of the said systems in evasion of such decree or any part thereof.

WALTER H. SANBORN,

WALTER I. SMITH,

Circuit Judges.

APRIL 30, 1913.

Received and filed and entered June 16, 1913.

W. W. NALL, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES, FOR THE
EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT
OF MISSOURI.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.,
DEFENDANTS.

This cause came on to be heard at this term, and it appearing that the United States of America, complainant, heretofore appealed to the Supreme Court of the United States from the final decree of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, dismissing this cause on June 4, 1910; and the Supreme Court of the United States at its October Term, 1911, having duly heard said appeal upon the Transcript of the Record, and having thereupon on the 22nd day of April, 1912, ordered, adjudged and decreed that the said decree of the United States Circuit Court in and for the Eastern Division of the Eastern Judicial District of Missouri in this cause be and the same is hereby reversed, and that said cause is remanded to this Court for further proceedings in accordance with the mandate of the Supreme Court of the United States in this cause, bearing date the twenty-third day of May, 1912.

And afterwards, to-wit, it appearing that on the 16th day of June, 1913, a preliminary decree was entered in accordance with the mandate of the Supreme Court, now, therefore, it is ordered, adjudged and decreed by the Court as follows:

1. The Terminal Railroad Association of St. Louis is an unlawful combination contrary to the Anti-Trust Act of July 2, 1890 (26 Stat. 209), when it and the various bridge and terminal companies composing it are operated as railroad transportation companies. The combination may, however, exist and continue as a lawful unification of terminal facilities upon abandoning all operating methods and charges as and for railroad transportation and confining itself to the transaction of a terminal business such as sup-

plying and operating facilities for the interchange of traffic between railroads and to assist in the collecting and distributing of traffic for the carrier companies, switching, storage and the like, and modifying its contracts as herein specified.

An election having been made to continue the combination for terminal purposes the defendants are therefore perpetually enjoined from in any wise managing or conducting the said Terminal Railroad Association or any of its constituent companies and from operating any of the properties belonging to it or its constituents otherwise than as terminal facilities for the railroad companies using the same, and from making charges otherwise than for and according to the nature of the services so lawfully authorized to be rendered.

2. The Agreement of October 1, 1889, between the Terminal Railroad Association and various other defendants, known in the record as Exhibit "A," shall be reformed in the following manner:

(a) The provision thereof reading as follows shall be eliminated:

"III. In consideration of the foregoing each of the proprietary companies, for itself only and not for others, accepts the right of joint use hereinbefore granted by the first party and hereby covenants and agrees that it will forever make use of the bridge and terminal properties of the first party, as above described, for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided."

(b) The provision thereof reading as follows shall be eliminated:

"XVII. Neither party shall sell, assign, transfer or underlet the rights and privileges hereby granted, or any of them, to any other company or companies without the unanimous consent of the Board of Directors of the first party."

In lieu thereof the following may be inserted: "No proprietary or using company shall sublet its rights and privi-

leges in the use of the terminal facilities to any other company or companies."

(c) The provision thereof reading as follows shall be eliminated:

"XIX. This agreement may be executed in counterparts, and any railroad company not named as second party hereto, may be admitted to joint use of said terminal system on unanimous consent, but not otherwise, of the directors of the first party, and on payment of such a consideration as they may determine, and on signing this agreement or any counterpart thereof thereby indicating its rights and duties in respect to use of said terminal system to be the same and none other than the said proprietary companies named as second party hereto."

In lieu thereof the following shall be inserted:

(1) In case any other railroad company, not named as second party hereto, shall hereafter desire to become a member of the Terminal Railroad Association of St. Louis, it may become a member thereof, with equal rights of joint ownership and control of the combined terminal properties of said Association, upon such just and reasonable terms as shall place such applying company upon a plane of equality in respect of benefits and burdens of the parties hereto of the second part.

(2) Any other railroad company not electing to become a joint owner as above provided, but desiring the use of the terminal facilities of the Terminal Railroad Association of St. Louis may enjoy the use thereof upon such just and reasonable terms and regulations, as will in respect of use, character and cost of service, place it upon as nearly an equal plane as may be, with respect to expenses and charges, as that occupied by the proprietary companies.

(3) Any dispute or controversy which shall hereafter arise between any railroad company applying for joint ownership or use of the said terminal properties and the owning, proprietary companies shall be submitted to the United States District Court for the Eastern Division of the Eastern District of Missouri by filing

a petition in this cause setting out specifically the facts upon which the said parties have disagreed and the party so filing said petition shall at least fifteen (15) days before so doing so serve the other party to the controversy with a copy of the petition proposed to be filed, together with a notice that said petition will be filed on a certain designated day. Thereupon the matter shall be placed upon the docket of the United States District Court for the Eastern Division of the Eastern District of Missouri, and shall be heard when called in its regular order on said docket and the proceedings shall be subject to review by appeal as in any other cases. Upon being advised by the filing of a petition of such dispute or controversy the Court may at once admit the applying company to ownership or use of the terminal facilities during the pendency of the proceeding upon the giving of security in amount and form as it may direct.

(d) All provisions of the purport or effect of those eliminated from the Agreement of October 1, 1889, shall also be removed from all other contracts affecting the ownership or use of the terminal facilities to which the Terminal Railroad Association and the proprietary companies or any of them are parties. The benefits and burdens of the amended agreement shall inure to and rest upon all future proprietary and using railroad companies respectively.

3. Hereafter traffic destined to St. Louis, Missouri, or to points west of the Mississippi River and to be transported through the St. Louis gateway or traffic from St. Louis, Missouri, destined to points east of said river, shall not be billed to East St. Louis, Illinois, or other junction points or termini of the railroads of any of the said railroad companies east of the river and then rebilled to destination, but for all such traffic each railroad company shall issue through bills of lading unless otherwise directed by the person controlling the same. The defendants are perpetually enjoined from violating the above provisions.

4. The defendants are perpetually enjoined from making any special or so-called arbitrary charge for the use of the terminal facilities in respect of traffic originating within

the so-called one hundred mile area, that is not equally and in like manner applied in respect of all other traffic of a like character originating outside of that area.

5. The provisions of this decree shall extend to and embrace all railroad companies now or hereafter admitted to joint ownership or use of the facilities of the Terminal Railroad Association and to all its facilities present and future acquired.

6. Nothing in this decree shall be taken to affect in any wise or at any time the power of the Interstate Commerce Commission over the rates to be charged by the Terminal Railroad Association, or the mode of billing traffic passing over its lines, or the establishing of joint through rates or routes over its lines, or any other power conferred by law upon such commission.

7. This cause is reserved for such further orders and decrees as may be deemed necessary.

WALTER H. SANBORN,
WILLIAM C. HOOK,
WALTER I. SMITH,
Circuit Judges.

ST. LOUIS, *January 29, 1914.*
Filed March 2, 1914.

W. W. NALL, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES, IN AND
FOR THE EASTERN DIVISION OF THE EASTERN DISTRICT
OF MISSOURI.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.,
DEFENDANTS.

SMITH, Circuit Judge.

The members of the Court have entertained and now entertain divergent views as to what the decree in this case should be notwithstanding the opinion of the Supreme

Court, which is our guide and which all of us are cheerfully desirous of following according to its true intent.

The foregoing decree is in the nature of a compromise of these divergent views and as such I have signed it, but I could not do this without expressing my personal opinion briefly upon the subject.

The fixing of rates for the future is a legislative and not a judicial function.

There are numerous roads which do not extend beyond the State of Illinois which terminate at East St. Louis. One of these is only eight or ten miles long. It probably cost not to exceed three hundred thousand dollars for the entire road. It is now contended that the Supreme Court meant to hold that for whatever price this road saw fit to haul coal to East St. Louis or for whatever price might be fixed by Illinois it must haul it to St. Louis over property including bridges, right-of-way and trackage worth many millions of dollars.

I cannot reach that conclusion and chiefly because such a decree would be beyond the jurisdiction of this or any other human court even as a part of the jurisdiction of a court of equity to award complete relief. It is distinctly a legislative function and until Congress or the Interstate Commerce Commission shall so fix the rates no judicial tribunal has any power to so decree.

2. Not only has the Interstate Commerce Commission not so decreed, but it has long held that such an order should not be made.

Commercial Club of Omaha *v.* C. R. I. & P. Ry. Co.,
6 Interstate Commerce Commission Rep. 647;

See other cases cited in *Pierce's Digest of Decisions*
under Act to Regulate Commerce, 405-6-7.

3. Wholly aside from both of these questions if this decree means the rate must be the same from points in Illinois to East St. Louis, Illinois, and to St. Louis, Missouri, then an intrastate and an interstate rate are indissolubly united and the State of Illinois has thus power to fix interstate rates.

It has recently been held that before State rates can be declared unconstitutional the entire intrastate business must be taken into account.

For this reason the State of Illinois could put in a non-compensatory coal rate to East St. Louis if the rates as a whole were compensatory.

There is substantially no limit the State cannot go to in reducing the rates on any given commodity provided the entire body of rates is compensatory.

It was held in the Minnesota Rate Cases, 230 U. S. 352, that the Interstate Commerce law did not divest the State of the power to make rates throughout its limits and so under no provision of the existing law, State or Federal, could the rate on coal from points in Illinois to East St. Louis be decreed invalid unless the entire schedule of rates was non-compensatory.

It is apparently the opinion of at least a part of the Court that this decree without legislative action ties interstate rates onto State rates so that while the United States under existing laws cannot control State rates a State may control United States rates.

This is abhorrent to me and I do not think is the true construction.

Assuming without admitting that a terminal company cannot establish different switching rates for different zones I submit that the various railroads independently of what they pay for switching may establish one rate to East St. Louis and another to St. Louis and in the absence of some action by Congress or the Interstate Commerce Commission there is no power to interfere with their doing so under this decree or otherwise.

Except Congress or the Interstate Commerce Commission act there is no one authorized to so order.

Assuming again that the Terminal Company cannot establish different switching rates for different zones, I am satisfied that irrespective of what switching rates they have to pay the railroads have the right to charge a higher rate into St. Louis on Illinois coal than they do to East St. Louis on the same coal.

Filed March 2, 1914.

W. W. NALL, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES IN AND
FOR THE EASTERN DIVISION OF THE EASTERN DISTRICT
OF MISSOURI.

THE UNITED STATES OF AMERICA, COMPLAINANT.

v.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.,
DEFENDANTS.

ORDER AND DECREE.

Upon consideration of the motions of the Terminal Railroad Association of St. Louis et al., defendants, filed May 7, 1915, of the Evens & Howard Fire Brick Company et al., intervenors, filed October 18, 1915, and of the Missouri Pacific Railway Company et al., defendants, filed February 11, 1916, it is

Ordered and decreed that the mandate of the Supreme Court of the United States of April 23, 1915, in this cause be spread upon the records of this court, and that conformably thereto paragraph 1 of the final decree of this court of January 29, 1914, be and it is modified so as to read as follows:

"1. The Terminal Railroad Association of St. Louis is an unlawful combination contrary to the antitrust act of July 2, 1890 (26 Stat., 209), when it and the various bridge and terminal companies composing it are operated as railroad transportation companies. The combination may, however, exist and continue as a lawful unification of terminal facilities upon abandoning all operating methods and charges as and for railroad transportation and confining itself to the transaction of a terminal business such as supplying and operating facilities for the interchange of traffic between railroads and to assist in the collecting and distributing of traffic for the carrier companies, switching, storing, and the like, and modifying its contracts as herein specified. An election

having been made to continue the combination for terminal purposes the defendants are therefore perpetually enjoined from in any wise managing or conducting the said Terminal Railroad Association or any of its constituent companies and from operating any of the properties belonging to it or its constituents otherwise than as terminal facilities for the railroad companies using the same, and from making charges otherwise than for and according to the nature of the services so lawfully authorized to be rendered: *Provided, however,* That the right of said Terminal Railroad Association as an accessory to its strictly terminal business to carry on transportation as to business exclusively originating on its lines, exclusively moving thereon, and exclusively intended for delivery on the same is hereby recognized, and nothing in this decree shall be construed to deny such right."

It is further ordered that the motion of the Terminal Railroad Association of St. Louis et al to modify the final decree of January 29, 1914, in other respects be and it is denied.

Dated, St. Louis, Missouri, January 29, 1917.

(Signed)	WALTER H. SANBORN,
(Signed)	WILLIAM C. HOOK,
(Signed)	WALTER J. SMITH,

Circuit Judges.

(Indorsed: "Received, filed, and entered Feb. 7, 1917.
W. W. Nail, Clerk.")

UNITED STATES v. ALLEN & ROBINSON.

8 Dist. Hawaii, 664.

**IN THE UNITED STATES DISTRICT COURT FOR THE TERRI-
TORY OF HAWAII.**

October, A. D., 1915 Term. No. 43.

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

ALLEN & ROBINSON, LIMITED, ET ALS., DEFENDANTS.

JUDGMENT.

This cause having come to be heard on the 30th day of March, 1911, upon pleading, proof and argument of counsel for the complainant and defendants respectively, and due deliberation having been had,

It is ORDERED, ADJUDGED AND DECREED that the said bill of complaint herein be and the same is hereby dismissed.

Done at Honolulu, this 16th day of December, A. D., 1915.

(Signed) SANFORD B. DOLE,
Judge of the United States District Court
for the Territory of Hawaii.

UNITED STATES v. OTIS ELEVATOR CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES, NINTH
CIRCUIT, NORTHERN DISTRICT OF CALIFORNIA.**

In Equity, No. 13884.

THE UNITED STATES OF AMERICA, COMPLAINANT,

VS.

OTIS ELEVATOR COMPANY, ET AL., DEFENDANTS.

This cause this day coming on to be heard, upon the motion of complainant for an injunction in accordance with the prayer of the bill of complaint heretofore filed herein, and the defendants, Otis Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, Electrical Engineering Company, Cahill and Hall Elevator Company and A. J. McNicoll Elevator Company, each and all of which said corporations is and are organized and existing under and by virtue of the laws of the State of California; Crane Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois; Standard Elevator and Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the state of Illinois; Eaton and Prince Elevator Company (also known as Eaton and Prince Company, a corporation) a corporation organized and existing under and by virtue of the laws of the State of Illinois; Smith-Hill Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois; Whittier Machine Company, a corporation duly organized and existing under and by virtue of the laws of the State of Massachusetts; Stokes and Parish Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania; Morse, Williams & Company, a corporation organized and existing under and by virtue of the laws of the

State of Pennsylvania; McAdams & Cartwright Elevator Company (also known as McAdams & Cartright Elevator Company, a corporation) a corporation organized and existing under and by virtue of the laws of the State of New York; Graves Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of New York; Plunger Elevator Company, a corporation duly organized and existing under and by virtue of the laws of the State of Massachusetts; Sprague Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of New York; Sulzer-Voght Machine Company (also known as Sulzer-Vogt Machine Company, a corporation) a corporation organized and existing under and by virtue of the laws of the State of Kentucky; Central Iron Works Company (also known as Central Iron Works, a corporation) a corporation organized and existing under and by virtue of the laws of the State of Illinois; Moon Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri; Warner Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio; M. J. O'Donnell & Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio; Gardner Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan; Geiger, Fiske & Koop (also known as Geiger, Fisk & Koop, a corporation), a corporation organized and existing under and by virtue of the laws of the State of Kentucky; National Electric Elevator Company (also known as The National Company, a corporation) a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania; Burdette and Rowntree Manufacturing Company (also known as Burdett-Rowntree Manufacturing Company, a corporation) a corporation organized and existing under and by virtue of the laws of the State of Illinois; Moline Elevator Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois; D. H. Darrin Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland, impleaded herein as John Doe; Electron Manu-

facturing Company, a corporation organized and existing under and by virtue of the laws of the State of New York, impleaded herein as Richard Doe; and also the defendants Samuel Burger, W. D. Baldwin and C. G. Constock (also known as C. C. Comstock); appearing by their solicitors and the said defendants denying in open court that they are violating the provisions of the Act of Congress approved July 2, 1890 entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", or Section 73 of an Act of Congress in force August 27, 1894, entitled "An Act to reduce taxation, to provide revenue for the government and for other purposes", and stating in open court that it is not their desire or intention, nor the desire or intention of any or either of them so to do, but stating that it is their desire and intention, and the desire and intention of each of them to comply with each and all of the provisions of the statutes of the United States referring to agreements, combinations or conspiracies in restraint of trade, and the said defendants offering no objection to the entry of this decree, but consenting that this decree be entered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That said defendants, and each and all of them, and all and each of their and its directors, officers, agents, servants and employes, and all persons acting under or through them or in their behalf, or claiming so to act, be and they, each of them, are and is hereby perpetually enjoined, restrained and prohibited from violating any of the provisions of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", or of section 73 of an Act of Congress in force August 27, 1894, entitled "An Act to reduce taxation, to provide revenue for the government, and for other purposes" by doing any of the things hereinafter particularly enjoined; and particularly from agreeing or contracting together expressly or impliedly as to the trade or commerce in elevators, elevator machinery or appliances between the State of California, and other states of the United States and the Territories of Alaska, Hawaii and the other territories of the United States, and the District of Columbia, or between the various states and territories of

the United States to do any of the things herein particularly enjoined; and also from hindering, restraining or destroying the trade in elevators, elevator machinery or appliances, and commerce therein between said divers states, territories and the District of Columbia by doing any of the things herein particularly enjoined; and also that all and each of them, and all and each of their and its directors, officers, agents, servants and employes, and all persons acting under or through them or in their behalf, or claiming so to act, be, and they and each of them are and is hereby perpetually enjoined, restrained and prohibited from entering into, making, executing or performing, directly or indirectly, expressly or impliedly any agreement, contract, or understanding to deprive the people of the city of San Francisco, or of the State of California, or any state or territory of the United States or the District of Columbia, of such facilities, rates and prices for elevators, elevator machinery or appliances produced, manufactured, installed, sold or shipped between the divers states, territories and the District of Columbia as will be afforded by free and unrestricted competition between the defendant corporations in elevators, elevator machinery and appliances manufactured, sold, installed and used within the divers states and territories of the United States and the District of Columbia; and also from agreeing, contracting, combining or acting together, expressly or impliedly to monopolize or attempt to monopolize the trade and commerce in elevators, elevator machinery and appliances between the state of California and the other states and territories of the United States, and the District of Alaska, by doing any of the things herein particularly enjoined, and also from agreeing, contracting, combining, conspiring or acting together, expressly or impliedly to prevent, or hinder each other or one another from importing, dealing in, producing, manufacturing, installing or selling or offering for sale elevators, elevator machinery or appliances in the trade and commerce between the divers states and territories and the District of Columbia except at such rates or prices as shall be fixed, determined or suggested by the said Otis Elevator Company, or by any person acting for or claiming to act for said Otis Elevator Company.

2. That said defendants and each of them, and all and each of their and its directors, officers, agents, servants and employes, and all persons acting under or through them or either of them, or claiming so to act, are and is hereby perpetually enjoined and restrained from making, performing or carrying out any contract, agreement or understanding with or between any of the defendants herein, now existing as to the selling price, sale, offering for sale or for installation, or marketing of elevators, elevator machinery or appliances, and all such contracts, agreements and understandings are hereby cancelled, annulled and set aside, and they and each of them are and is hereby enjoined and restrained from making, executing or carrying out any such contract, agreement or understanding in the future.

3. The said defendants and each of them and all and each of their and its directors, officers, agents, servants and employes and all persons acting under or through them, or either of them, or claiming so to act, are and is hereby perpetually enjoined and restrained from making, executing, or carrying into effect any contract, agreement, or understanding as to division of territory, or territory, place or places, or district in which any of said defendants shall or shall not do business, or shall or shall not bid or refrain from bidding for or execute or perform any contract or contracts for the sale, manufacture, or installation of any elevator, elevator machinery or appliances, and all such contracts, agreements and understandings are hereby annulled, cancelled and set aside, and they and each of them are and is also hereby enjoined and restrained from making, executing or carrying out any such contract, agreement or understanding in the future.

4. The said Otis Elevator Company, and each and all of its officers, managers, directors, agents, or any other person exercising authority as to prices, sale, offering for sale, or for installation or marketing is and are hereby perpetually enjoined, restrained and prohibited from acting as director, manager, officer, or agent of any of said other corporation defendants or of fixing, determining, counselling, or suggesting directly or indirectly, the price or rate at which any of said other defendant corporations shall sell or offer to sell, install, market or dispose of any elevator, elevator ma-

chinery or appliance, and also from preventing or hindering any of the other said companies defendant from free, open and unrestrained competition with the said Otis Elevator Company.

All the other defendant corporations and all and each of their and its officers, managers, directors, agents or any other person exercising authority as to prices, sale, offering for sale, or for installation, or marketing is and are hereby perpetually enjoined, restrained and prohibited from acting as director, manager, officer or agent of any other corporation defendant herein, or of fixing, determining, counselling, or suggesting directly or indirectly, the price or rate at which any of the other defendant corporations shall sell or offer to sell, install, market or dispose of any elevator, elevator machinery or appliance, and also from preventing or hindering any of the other said companies defendant from free, open and unrestrained competition with each other or one another, and all and each of said defendant corporations shall in all matters connected with or relating to the sale, offering for sale, or for installation of elevators, elevator machinery or appliances be managed, controlled and directed as separate, distinct corporations without interference, control, direction one by the other or by any officer, manager, director or agent of one with the affairs or business of the other so far as the same relates as aforesaid to the sale, offering for sale, marketing or installation of elevators.

5. It is hereby ordered, adjudged and decreed that the bill herein be amended by substituting as defendants D. H. Darrin Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland, in the place of John Doe, and the Electron Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the State of New York, in the place of Richard Doe; and that the bill be dismissed without prejudice as to the defendants Fraser Electric Elevator Company, a corporation, Houghton Elevator Company, a corporation, and the Bloomsberg Elevator and Machine Company, a corporation, and also as to the defendants Thomas Doe, William Doe, Henry Doe, George Doe, Charles Doe, Adam Doe, Hugh Doe and Edward Doe.

IT IS ALSO ORDERED, ADJUDGED AND DECREED that this decree shall bind all the defendants herein named as to any act herein enjoined in which the parties to this decree may participate with any other persons, firms or corporations in any way connected with any of the defendants herein and performing any of the acts complained of in said bill or in this decree enjoined, although said persons, firms or corporations may not be parties to this suit; and that the complainant may at any time it be so minded move the court to bring in additional parties.

IT IS FURTHER ADJUDGED AND DECREED that the court shall retain jurisdiction of this suit to make any further or additional decree or order or to modify or enlarge this decree from time to time as to equity may seem proper upon such reasonable notice by either party as the court, when application is made therefor, may prescribe.

WM. W. MORROW,
U. S. Circuit Judge.

Dated June 1st 1906.

58556—18—10

**UNITED STATES v. NATIONAL ASS'N OF RETAIL
DRUGGISTS.**

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF INDIANA.**

May Term, 1907, No. 10593. May 9, A. D. 1907.

Before the Honorable Albert B. Anderson, Judge.

THE UNITED STATES OF AMERICA

VS.

THE NATIONAL ASSOCIATION OF RETAIL DRUGGISTS ET AL.

DECREE.

Now at this time comes the complainant, by Joseph B. Kealing, the United States attorney for the District of Indiana, and William J. Shroder, special assistant United States attorney, and Addison C. Harris and Charles W. Miller, special counsel, and the defendants, The National Association of Retail Druggists, Searle and Hereth, Hamlin's Wizard Oil Company, E. C. De Witt and Company, H. E. Bucklen and Company, World's Dispensary Medical Association, D. Ransom, Son and Company, S. T. W. Sanford and Sons, Seabury and Johnson, Himrod Manufacturing Company, Allcock Manufacturing Company, The Omega Chemical Company, Dr. Miles Medical Company, The Eli Lilly Company, The Milk's Emulsion Company, John Wyeth and Bro., Smith, Kline and French Company, The Piso Company, Nelson Baker and Company, Parke Davis and Company, F. Stearns and Company, Pyramid Drug Company, F. A. Stuart and Company, Edgar C. Powers Company, J. C. Ayer Company, C. I. Hood Company, Sterling Remedy Company, The Vapo-Cresoline Company, Paris Medicine Company, Chattanooga Medicine Company, Wells and Richardson Company, Dr. B. J. Kendall Company, The W. Hill

Company, The Kickapoo Indian Medicine Company, Chamberlain Medicine Company, Lydia E. Pinkham Medicine Company, Dr. Shoop Family Medicine Company, Meade and Baker Carbolic Mouth Wash Company, Battle and Co. Chemists' Corporation, California Fig Syrup Company, Charles Gibson, Jonas M. Kilmer, J. A. Lockie, William J. Schiefelin, Jesse F. Hiscox, and Everett S. Hiscox, individually and representing the estate of David Hiscox, deceased, Charles F. Mann, William A. Hover, George G. Green, Adolph C. Moyer, William E. Gilbert and John G. Gilbert, Charles H. Avery, Charles C. Bombaugh, Charles M. Carr and Thomas V. Wooten, Julius Garst, William D. Wheeler, Fred. L. Carter and George Golding Kennedy, Lewis C. Hopp, Lucien B. Hall and Samuel E. Strong, Samuel B. Hartman and Frederick W. Schumacher, Joseph E. Toms, W—— J. Mooney, John N. Carey, Frank E. Holliday, Frank A. Faxon, Thomas F. Van Natta, Simon N. Jones, M. Cary Peter, Benjamin E. Pritchard, Thomas H. Potts, E—— C. Bottume, Charles Reh fuss, Mahlon N. Kline, Clayton F. Shoemaker, Joseph H. Schenck, Edward H. Hance, Anthony M. Hance, Emma E. Hance and Edward Hance, Executors of the Estate of Joseph C. Hance, deceased, Thomas Voegelli, Thomas N. Kenyon, M—— T. Breslin and Arthur D. Parker, by their respective counsel come also, and thereupon it is ordered by the court that the reference of this cause to Noble C. Butler, Special Master, be and the same is hereby set aside, and that this cause shall be now submitted for final hearing and determination.

And now this cause as to the issues between the complainant and the defendants came on to be heard and was argued by counsel and thereupon, upon consideration thereof, it is ordered, adjudged and decreed as follows:

(1) That said defendants, and each and all of them, and each and all of their respective directors, committees, agents, employes, servants, and all persons, acting under or through them or in their behalf, or claiming so to act, or affiliated or associated with them, be and they and each of them are hereby perpetually enjoined, restrained and prohibited from doing any act as charged in the bill of complaint in pursuance of or for the purpose of carrying out the combination, conspiracy and agreement in restraint of trade and com-

merce and from monopolizing said trade and commerce, as alleged in the bill of complaint.

(2) That the National Association of Retail Druggists, M—— T. Breslin, Charles H. Avery, Charles M. Carr, Thomas V. Wooten, Charles F. Mann, Simon N. Jones, Thomas Voegelli, J—— A. Lockie, Lewis C. Hopp, William D. Wheeler, Thomas H. Potts, E—— C. Bottume, Charles Reh fuss and Benjamin E. Pritchard, referred to in the bill of complaint and hereinafter as the "National Association of Retail Druggists and its agents," and all members, officers, directors, committees, agents, servants and attorneys of said The National Association of Retail Druggists, and each and every one of them, be and hereby are perpetually enjoined from, by promise, threats, ridicule or discrimination, inducing, forcing or compelling any manufacturer of proprietary articles and medicines, drugs, medicines, pharmaceutical preparations, surgical supplies, plasters, or druggists' sundries, to enter into any contract, agreement or understanding in the furtherance of the combination and conspiracy, as alleged in the bill of complaint, regarding or relating to the articles and commodities of his or its manufacture and from inducing, forcing or compelling any such manufacturer to adopt any plan for marketing the article of his or its manufacture, in furtherance of the combination and conspiracy, as alleged in the bill of complaint, and, in furtherance of the combination and conspiracy alleged in the bill of complaint from issuing, causing to be issued, or aiding in any way in the publication of lists or other documents purporting to contain the names of persons, corporations or partnerships adhering or not adhering to their contracts, or maintaining or refusing to maintain prices, and, in furtherance of the combination and conspiracy alleged in the bill of complaint, from securing or aiding in securing the adoption of and from aiding in enforcing the maintenance of any schedule for the sale of the aforesaid articles and commodities by the retail dealers of any market to the consumers of said market, and all such lists, documents, schedules, contracts, agreements and understandings are hereby declared unlawful, and it is ordered that the last named defendants, and all members, officers, employes, committees, agents, servants and attorneys of said The National Association of Re-

tail Druggists, and each and every one of them, do forthwith release each and every manufacturer of proprietary articles and medicines, pharmaceutical preparations, surgical supplies, plasters, and druggists' sundries from every such contract, agreement or understanding in furtherance of the combination and conspiracy as alleged in the bill of complaint regarding or relating to articles and commodities of his or its manufacture, and do forthwith release every such manufacturer from every such contract, agreement or understanding as to the adoption of any plan for marketing the articles of his or its manufacture, and that said last named defendants, and all members, officers, employees, committees, agents, servants and attorneys of said The National Association of Retail Druggists shall not on their their part perform any such contracts, agreements or understandings regarding or relating to said articles and commodities.

It is further ordered that the said last named defendants, and all members, officers, employees, committees, agents, servants and attorneys of said The National Association of Retail Druggists, and each and every one of them, do forthwith recall any and all such lists, documents and publications, and do forthwith annul, cancel and set aside any such schedule of prices in whose adoption, maintenance or enforcement said defendants or any of them in any way participated, pursuant to or in furtherance of the conspiracy as alleged in the bill of complaint.

(3) That the defendants, Lucien B. Hall, William J. Schiefflin, Joseph E. Toms, Fred L. Carter, Arthur D. Parker, William J. Mooney, Charles Gibson, Thomas F. Van Natta, John N. Carey, Frank E. Holliday, Samuel E. Strong, Mahlon N. Kline, Clayton F. Shoemaker, M. Carey Peter, William A. Hover and Frank A. Faxon, referred to, in the bill of complaint and hereinafter as the "National Wholesale Druggists' Association and its members," their officers, committees, members, servants, agents and attorneys, and any other person or persons acting or claiming to act for said defendants, and each and every one of them, be and hereby are perpetually enjoined from, by promises, threats, ridicule or discrimination, inducing, forcing or compelling any manufacturer of proprietary preparations, surgical supplies, plasters or druggists' sundries, to enter into

any contract, agreement or understanding regarding or relating to the articles and commodities of his or its manufacture in furtherance of the combination and conspiracy as alleged in the bill of complaint whereby the sale prices to or by any wholesale dealer are in any way restricted, or whereby any resolution of defendants or any one of them in restraint of trade is in any way incorporated into the contracts of said manufacturer, or whereby any restraint in the commerce of any manufacturer or of any wholesale dealer is imposed, or by any of the means last aforesaid, from inducing, forcing or compelling any such manufacturer to adopt any plan for marketing the articles of his or its manufacture, in furtherance of the combination and conspiracy as alleged in the bill of complaint, and from co-operating in any way in the enforcement of any such contract, agreement, understanding or plan in restraint of the trade and commerce in said articles, and from publishing, issuing, causing to be issued or published, or aiding in any way in the issuance or publication of lists or other documents purporting to contain the names of persons, corporations, or partnerships, adhering or not adhering to their contracts, or maintaining or refusing to maintain prices, and from refusing to sell and from discriminating in sales to persons, corporations or partnerships whose names appear or have appeared on any list or document so issued, or on any list or document issued by or with the assistance of or under the direction of Charles C. Bombaugh or The National Association of Retail Druggists, its members, officers, committees, employes, servants, agents and attorneys, or any of them, for the reason, in whole or in part, that said names appear or have appeared on such lists; all such lists, documents, schedules, contracts, agreements, and understandings, as aforesaid, are hereby declared unlawful and it is ordered that the said defendants, The National Wholesale Druggists' Association and its members, their members, officers, employes, committees, agents, servants and attorneys, and each and every one of them, do forthwith release each and every manufacturer of proprietary articles and medicines, drugs, plasters and druggists' sundries from every such contract, agreement or understanding in furtherance of the combination and conspiracy as alleged in the bill of com-

plaint regarding or relating to articles and commodities of his or its manufacture, and do forthwith release every such manufacturer from every such contract, agreement or understanding as to the adoption of any plan for marketing the articles of his or its manufacture, and that said defendants, their members, officers, employes, committees, agents, servants and attorneys, and each and every one of them, shall not on their part perform any such contracts, agreements or understandings regarding or relating to said articles and commodities.

It is further ordered that said The National Wholesale Druggists' Association, its members, their members, officers, employes, committees, agents, servants and attorneys, and each and every one of them, do forthwith recall any and all lists, documents and publications purporting to contain the names of persons, corporations or partnerships adhering or not adhering to their contracts, or maintaining or refusing to maintain prices, in whose compilation, publication or issuance said defendants or any of them in any way participated, and do forthwith annul, cancel and set aside each and every resolution passed by said defendants or any or all of them, in furtherance of the combination and conspiracy as alleged in the bill of complaint regarding or relating to said articles and commodities.

(4) That Charles C. Bombaugh, his agents, servants, employes, and attorneys, and each and every one of them, be and hereby are perpetually enjoined from issuing, publishing, causing to be issued or published, or aiding in the publication or issuance of any lists or other documents purporting to contain the names of persons, corporations, or partnerships, adhering or not adhering to contracts, or maintaining or refusing to maintain prices, as alleged in the bill of complaint; all lists or other documents as aforesaid and all contracts, agreements and understandings in relation to the same are hereby declared unlawful and it is ordered that the said Charles C. Bombaugh, his agents, servants, employes and attorneys, and each and every one of them, do forthwith recall and annul, cancel and set aside every such list or document as aforesaid, in whose issuance or publication he or they aided in any manner, and that said defendant do forthwith release each and every person from any and all

contracts, agreements and understandings with said defendant, by which they or said defendant have undertaken in any way to aid in furnishing the names for, or publish or aid in the publication or issuance of any such list or document as aforesaid, and that said Charles C. Bombaugh, his agents, servants, employes and attorneys, shall not on their part perform any contracts, agreements or understandings in any way relating to the issuance or publication of such lists or documents. And said Charles C. Bombaugh, his agents, servants, employes and attorneys, and each and every one of them, are hereby enjoined from making, executing or carrying out any such contract, agreement or understanding in the future.

(5) That the defendants, Julius Garst, doing business as Phenyso Caffeine Co., George Kennedy, doing business as Donald Kennedy, George G. Green, William E. Gilbert and John G. Gilbert, doing business as Gilbert Bros. & Co., Thomas N. Kenyon, doing business as Kendon Mfg. Co., Joseph H. Schenck, doing business as J. H. Schenck & Son, Jesse F. Hiscox and Everett S. Hiscox, individually and representing the estate of David Hiscox, deceased, doing business as Hiscox Chemical Works, Chattanooga Medicine Company, The W. H. Hill Company, Himrod Manufacturing Company, The Vapo-Cresoline Company, Allcock Manufacturing Company, H. E. Bucklen and Company, The Omega Chemical Company, Hamlin's Wizard Oil Company, F. A. Stuart Company, The Kickapoo Indian Medicine Company, Chamberlain Medicine Company, Pyramid Drug Company, J. C. Ayer Company, S. T. W. Sanford and Sons, Smith, Kline and French Company, Lydia E. Pinkham Medicine Company, Dr. B. J. Kendall Company, Battle and Co. Chemists' Corporation, Sterling Remedy Company, Eli Lilly Company, E. C. De Witt and Company, C. I. Hood Company, Meade and Baker Carbolic Mouth Wash Company, Edgar C. Powers Company and D. Ransom Son and Company, referred to in the bill and hereinafter as "Tripartite Proprietors," their members, officers, agents, employes, servants and attorneys, and any and all persons acting or claiming to act for said defendants, and each and every one of them, be and hereby are perpetually enjoined from entering into any contract, agreement or understanding in furtherance

of the combination and conspiracy as alleged in the bill of complaint, with each other, or with the defendants, The National Association of Retail Druggists, or The National Wholesale Druggists' Association and its members, their officers, members, agents, employes, servants, and attorneys, or with any of them, regarding or relating to articles of their manufacture, and from performing or aiding in any way in the performance of any such contract, understanding, or agreement with the defendants, or any of them, in restraint of trade and commerce as alleged in the bill of complaint, and, more particularly, from refusing to sell and from discriminating in their sales to persons, corporations and partnerships whose names appear or have appeared on any list or documents published or issued by or with the assistance or under the direction of the defendants, The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, or Charles C. Bombaugh, their officers, agents, servants, employes, committees, and attorneys, or any of them, purporting to contain the names of persons, corporations or partnerships adhering or not adhering to their contracts, or maintaining or refusing to maintain prices, for the reason, in whole or in part, that said names appear or have appeared on such lists, and in furtherance of the combination and conspiracy as alleged in the bill of complaint from fixing the price at which the articles and commodities of their respective manufacture shall be sold by the wholesale dealer to the retail dealer, and from including in the terms of such sales any resolution of the defendants, The National Wholesale Druggists' Association and its members in restraint of trade, and in furtherance of the combination and conspiracy as alleged in the bill of complaint, from fixing the price at which articles of their respective manufacture shall be sold by the retail dealer to the consumer and from including in the terms of sale the schedule prices fixed or adopted by 75 per centum or any per centum of the retail dealers in any market; all contracts, agreements and understandings as aforesaid are hereby declared unlawful and it is ordered that said defendants, individuals and corporations named herein as "Tripartite Proprietors," their members, officers, agents, servants and attorneys, and each and every one of them, do forthwith release each other,

The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, and Charles C. Bombaugh, their members, officers, employes, agents, servants, committees, and attorneys, and each and every one of them, from each and every contract, agreement and understanding as charged in the bill of complaint as to the sales of articles and commodities of his or its manufacture, or the manufacture of any one of them, restricting or tending to restrict in furtherance of the combination and conspiracy as alleged in the bill of complaint, the free purchase or sale of said commodities, and that said defendants named herein as "Tripartite Proprietors," their members, officers, employes, agents, servants, committees and attorneys shall not on their parts respectively perform any such contracts, agreements or understandings as aforesaid.

(6) That the defendants, Edward H. Hance, Anthony M. Hance, Emma E. Hance, and Edward H. Hance, executors of the estate of Joseph C. Hance, deceased, doing business as Hance Bros. and White, Baker and Company, Parke, Davis and Company, Seabury and Johnson, F. Stearns and Company, Searle and Hereth, and John Wyeth and Bro., referred to in the bill and hereinafter as "Blacklist Manufacturers," their members, officers, employes, agents, committees, servants, and attorneys, and each and every one of them, be and hereby are perpetually enjoined from entering into any contract, agreement or understanding as charged in the bill of complaint in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint with each other or with the defendants, The National Association of Retail Druggists or The National Wholesale Druggists' Association and its members, their officers, members, agents, employes, committees, servants, and attorneys, or any one of them, regarding or relating to the articles of their manufacture and from performing or aiding in any way in the performance of such contract, agreement or understanding with said defendants, or any one of them, in restraint of trade and commerce as alleged in the bill of complaint and from refusing to sell or from discriminating in their sales to persons, corporations, or partnerships, whose names appear or have appeared on any list or document published or issued by or with the assistance of or under the

direction of the defendants, The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, and Charles C. Bombaugh, their agents, members, officers, committees, servants, employes, and attorneys, or any one of them, purporting to contain the names of persons, corporations, or partnerships, adhering or not adhering to their contracts, or maintaining or refusing to maintain prices for the reason, in whole or in part, that said names appear or have appeared on such lists; all contracts, agreements and understandings as aforesaid are hereby declared unlawful and it is ordered that said "Black-list Manufacturers," their members, officers, agents, employes, servants and attorneys, and each and every one of them, do forthwith release each other, The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, and Charles C. Bombaugh, their members, officers, employes, agents, servants, committees and attorneys from each and every contract, agreement or understanding as charged in the bill of complaint in furtherance of the combination and conspiracy alleged in the bill of complaint as to the sales of articles and commodities of his or its manufacture, or the manufacture of any one of them, restricting or tending to restrict the free purchase or sale of said commodities; said "Black-list Manufacturers," their members, officers, employes, agents, servants, committees and attorneys, shall not on their parts respectively perform any such contracts, agreements, or understandings as aforesaid.

(7) That Jonas M. Kilmer, World's Dispensary Medical Association, Adolph C. Meyer, Dr. Shoop Family Medicine Company, and California Fig Syrup Company, named in the bill of complaint and hereinafter as "Wholesale Contract Proprietors," their members, officers, agents, employes, servants and attorneys, and all persons acting or claiming to act for said defendants, and each and every one of them, be and hereby are perpetually enjoined from entering into any contract, agreement or understanding in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint with the National Association of Retail Druggists, The National Wholesale Druggists' Association, and its members, their officers, members, agents, employes,

committees, servants and attorneys, or any one of them, or with each other, and from entering into any plan in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint for marketing the articles of their respective manufacture, and from co-operating in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint with the defendants, The National Association of Retail Druggists, The National Wholesale Druggists' Association, and its members, or Charles C. Bombaugh, their officers, agents, servants, committees, employes and attorneys, or any one of them, in the enforcement of any such plan, and from in furtherance or pursuant to the combination and conspiracy as alleged in the bill of complaint placing serial numbers upon the retail packages of the articles of their manufacture for the purpose of keeping a record or tracing the sales therefor in the enforcement of such plan, and for said purpose from in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, requiring any vendee to keep a record of his sales by means of serial numbers, or to furnish such record to said defendants, or any one of them; and, in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, from securing the adoption of, or from aiding in any way in securing the adoption of schedules for the sale of articles of their manufacture and of other articles in any market; and from, in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint, refusing to sell, and from discriminating in their sales, to persons, corporations or partnerships whose names appear or have appeared on any list or document published or issued by, or with the assistance, or under the directions of the defendants, The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, and Charles C. Bombaugh, their officers, members, agents, servants, employes and attorneys, or any one of them, or upon lists or documents issued by said Wholesale Contract Proprietors, jointly or severally, upon information obtained from such lists or documents purporting to contain the names of persons, corporations and partnerships adhering or

not adhering to their contracts, maintaining or refusing to maintain prices, for the reason, in whole or in part, that said names appear or have appeared on such lists.

And it is ordered that said Jonas M. Kilmer, World's Dispensary Medical Association, Adolph C. Meyer, Dr. Shoop Family Medicine Company and California Fig Syrup Company, "Wholesale Contract Proprietors," their members, officers, servants, agents, attorneys, and each and every one of them, do forthwith release each and every wholesale dealer from any contract, agreement or understanding entered into by him in furtherance of or pursuant to the combination or conspiracy as alleged in the bill of complaint restricting or tending to restrict the free purchase or sale of the articles of their respective manufacture, and that the said defendants shall not, on their part, perform such contracts, agreements or understandings in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, and shall abandon the plan or scheme for marketing the articles of their respective manufacture entered into or maintained in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint.

(8) That the defendants, Samuel B. Hartman and Frederick W. Schumacker, doing business as the Peruna Drug Manufacturing Company, Wells and Richardson Company, Dr. Miles' Medical Company, The Milk's Emulsion Company, Paris Medicine Company and The Piso Company, referred to in the bill of complaint and hereinafter as "Direct Contract Proprietors," their members, officers, agents, employes, committees, servants and attorneys, and each and every one of them, be and hereby are perpetually enjoined from agreeing to enter into, and from entering into or adopting in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, the direct contract serial number plan as charged in the bill of complaint for the marketing of the articles and commodities of their respective manufacture and from co-operating with the defendants, The National Association of Retail Druggists, The National Wholesale Druggists' Association and its members, their officers, members, agents, employes, committees, servants and attorneys, in the carrying out of any

such plan in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, for the marketing of the articles and commodities of their respective manufacture, and from, in furtherance of or pursuant to the combination and conspiracy, as alleged in the bill of complaint, requiring any dealer at wholesale or retail to enter into any contract as charged in the bill of complaint restraining in any way the trade and commerce in the articles of their respective manufacture and in furtherance of or pursuant to said combination and conspiracy from placing serial numbers upon the retail packages of said articles and commodities for the purpose of keeping a record or tracing the sales thereof in the maintenance of such plan, and for said purpose in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint from requiring any vendee to keep a record of his sales by means of serial numbers or to furnish such a record to the defendants, or any one of them. And it is ordered that said "Direct Contract Proprietors," their members, officers, servants, agents and attorneys, and each and every one of them, do forthwith release each and every wholesale and retail dealer from any such contract, agreement, or understanding, entered into by him in furtherance of or pursuant to the combination and conspiracy as alleged in the bill of complaint restricting or tending to restrict the free purchase or sale of the articles of their respective manufacture, and that the said defendants shall not on their part perform such contracts, agreements and understandings made and entered into in furtherance of or pursuant to the combination and conspiracy as charged in the bill of complaint for the marketing of the articles of their respective manufacture, and shall forthwith annul, cancel and set aside the same.

(9) Every person, partnership or corporation having knowledge or notice of this decree whether a party hereto or otherwise who shall engage with the defendants herein, or any one or more of them, in the doing of any act or thing by this decree prohibited to be done, or in refusing to do any act or thing by this decree ordered to be done, and by such doing or refusing to do assists the defendants or any one or more of them in the commission of any act or thing

hereby enjoined to be done or not to be done, will be guilty of violating this decree.

(10) Nothing herein shall be construed to restrain or interfere with the action of any single corporation, partnership or individual by its, their or his officers or agents from acting or contracting in any lawful manner with respect to its, their or his own corporate, firm or individual property or affairs, and no provision or clause of this decree shall be held to restrain, affect or enjoin the sale of any drugs or merchandise, or the making or securing of any contract, plan or schedule as described in the bill of complaint when such sale or contract, plan or schedule relates only to trade or commerce within a particular state.

(11) It is further ordered, adjudged and decreed by the court that the complainant have and recover of the defendants its costs and charges, taxes at —— dollars. .

UNITED STATES v. STANDARD OIL CO. OF NEW JERSEY.

152 Fed. 290; 173 Fed. 177; 221 U. S. 1.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT
OF MISSOURI.

UNITED STATES OF AMERICA, PETITIONER,

vs.

STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS,
DEFENDANTS.

In Equity. No. 5371.

DECREE.

The case was argued on behalf of the United States by Mr. Frank B. Kellogg and Mr. Charles B. Morrison. The Attorney General, Mr. Cordenio A. Severance, and Mr. J. Harwood Graves were on the brief. It was argued for the defendants by Mr. John G. Milburn, Mr. D. T. Watson, Mr. Moritz Rosenthal, and Mr. John G. Johnson. Mr. Frank L. Crawford, Mr. Chauncey W. Martyn, Mr. Douglas Campbell, Mr. Walter F. Taylor, Mr. M. F. Elliott, Mr. Martin Carey, Mr. John M. Freeman, Mr. Ernest C. Irwin, and Mr. W. I. Lewis were on the briefs.

After deliberation, it is ordered, adjudged, and decreed:

SECTION 1. That in and prior to the year 1899 there were twenty corporations organized, respectively, under the laws of various States engaged in commerce in petroleum and its products, either among the States, or in the Territories, or with foreign nations, and these corporations held a majority of the stock and controlled the business and operations of many other corporations engaged in that commerce; that one of these corporations was the Standard Oil Company of New Jersey, hereafter called the Standard Company, which had a capital stock of \$10,000,000.00; that since the year 1890 the defendants named in section two of this decree have entered into and are carrying out a combination or conspiracy in pursuance whereof about the year 1899 they caused the

capital stock of the Standard Company to be increased to \$100,000,000.00, caused a majority of the stock of the nineteen companies, and the power to control them, and to manage their trade, and the power to control the corporations which they controlled and to manage their trade, to be vested in and held by the Standard Company in exchange for its stock which was issued to the former holders of the stock of the nineteen companies, and caused the Standard Company ever since to control all these corporations, hereafter called the subsidiary corporations, and to manage their trade without competition among themselves as the trade and business of a single person; that this combination or conspiracy is a combination or conspiracy in restraint of trade and commerce in petroleum and its products among the several States, in the Territories, and with foreign nations, such as an act of Congress approved July 2, 1890, 26 Stat., 209, c. 647 (U. S. Comp. Stat., 1901, page 3200), entitled "An act to protect trade and commerce against unlawful restraints and monopolies," declares to be illegal.

SECTION 2. That the defendants, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, and Charles M. Pratt, hereafter called the seven individual defendants, united with the Standard Company and other defendants to form and effectuate this combination, and since its formation have been and still are engaged in carrying it into effect and continuing it; that the defendants, Anglo-American Oil Company (Limited), Atlantic Refining Company, Buckeye Pipe Line Company, Borne-Scrymser Company, Chesebrough Manufacturing Company (Consolidated), Cumberland Pipe Line Company, Colonial Oil Company, Continental Oil Company, Crescent Pipe Line Company, Henry C. Folger, jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of Corsicana Refining Company, Eureka Pipe Line Company, Galena Signal Oil Company, Indiana Pipe Line Company, Manhattan Oil Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Ohio Oil Company, Prairie Oil and Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines

Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Swan and Finch Company, Union Tank Line Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, have entered into and became parties to this combination and are either actively operating or aiding in the operation of it; that by means of this combination the defendants named in this section have combined and conspired to monopolize, have monopolized, and are continuing to monopolize a substantial part of the commerce among the States, in the Territories, and with foreign nations, in violation of section 2 of the antitrust act.

SECTION 3. That the defendants Argand Refining Company, American Lubricating Oil Company, Acme Oil Company, Baltimore United Oil Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Mountain State Gas Company, National Fuel Gas Company, Northwestern Ohio Natural Gas Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburgh Natural Gas Company, Platt and Washburn Refining Company, Republic Oil Company, Salamanca Gas Company, Standard Oil Company of Minnesota, Taylorstown Natural Gas Company, Tide Water Oil Company, Tide Water Pipe Company (Limited), United Natural Gas Company, United Oil Company, have not been proved to be engaged in the operation or carrying out of the combination, and the bill is dismissed as against each of them.

SECTION 4. That in the formation and execution of the combination or conspiracy the Standard Company has issued its stock to the amount of more than \$90,000,000.00 in exchange for the stocks of other corporations which it holds,

and it now owns and controls all of the capital stock of many corporations, a majority of the stock or controlling interest in some corporations, and stock in other corporations as follows:

Name of company.	Total capital stock.	Owned by Standard Oil Company.
Anglo-American Oil Company (Limited).....	£1,000,000	£999,740
Atlantic Refining Company.....	\$5,000,000	\$5,000,000
Borne-Scrymser Company.....	200,000	199,700
Buckeye Pipe Line Company.....	10,000,000	9,999,700
Chesbrough Manufacturing Company (Consolidated).....	500,000	277,700
Colonial Oil Company.....	250,000	249,300
Continental Oil Company.....	300,000	300,000
Crescent Pipe Line Company.....	3,000,000	3,000,000
Eureka Pipe Line Company.....	5,000,000	4,999,400
Galena-Signal Oil Company.....	10,000,000	7,079,500
Indiana Pipe Line Company.....	1,000,000	999,700
Lawrence Natural Gas Company.....	450,000	450,000
Mahoning Gas Fuel Company.....	150,000	149,900
Mountain State Gas Company.....	500,000	500,000
National Transit Company.....	25,455,200	25,451,650
New York Transit Company.....	5,000,000	5,000,000
Northern Pipe Line Company.....	4,000,000	4,000,000
Northwestern Ohio Natural Gas Company.....	2,775,250	1,649,450
Ohio Oil Company.....	10,000,000	9,999,850
People's Natural Gas Company.....	1,000,000	1,000,000
Pittsburg Natural Gas Company.....	310,000	310,000
Solar Refining Company.....	500,000	499,400
Southern Pipe Line Company.....	10,000,000	10,000,000
South Penn Oil Company.....	2,500,000	2,500,000
Southwest Pennsylvania Pipe Line.....	3,500,000	3,500,000
Standard Oil Company (of California).....	17,000,000	16,999,500
Standard Oil Company (of Indiana).....	1,000,000	999,000
Standard Oil Company (of Iowa).....	1,000,000	1,000,000
Standard Oil Company (of Kansas).....	1,000,000	999,300
Standard Oil Company (of Kentucky).....	1,000,000	997,200
Standard Oil Company (of Nebraska).....	600,000	599,500
Standard Oil Company (of New York).....	15,000,000	15,000,000
Standard Oil Company (of Ohio).....	3,500,000	3,499,400
Swan and Finch Company.....	100,000	100,000
Union Tank Line Company.....	3,500,000	3,499,400
Vacuum Oil Company.....	2,500,000	2,500,000
Washington Oil Company.....	100,000	71,480
Waters-Pierce Oil Company.....	400,000	274,700

That the defendant National Transit Company, which is owned and controlled by the Standard Oil Company as aforesaid, owns and controls the amounts of the capital stocks of the following-named corporations and limited partnerships, stated opposite each, respectively, as follows:

Name of company.	Total capital stock.	Owned by National Transit Company.
Connecting Gas Company.....	\$325,000	\$412,000
Cumberland Pipe Line Company.....	1,000,000	998,500
East Ohio Gas Company.....	6,000,000	5,999,500
Franklin Pipe Company, Limited.....	50,000	19,500
Prairie Oil & Gas Company.....	10,000,000	9,999,500

That the Standard Company has also acquired the control by the ownership of its stock or otherwise of the Security Oil Company, a corporation created under the laws of Texas, which owns a refinery at Beaumont in that State, and the Manhattan Oil Company, a corporation which owns a pipe line situated in the States of Indiana and Ohio; that the Standard Company and the corporations and partnerships named in section 2 are engaged in the various branches of the business of producing, purchasing, and transporting petroleum in the principal oil-producing districts of the United States in New York, Pennsylvania, West Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Kansas, Oklahoma, Louisiana, Texas, Colorado, and California in shipping and transporting the oil through pipe lines owned or controlled by these companies from the various oil-producing districts into and through other States, in refining the petroleum and manufacturing it into various products, in shipping the petroleum and the products thereof into the States and Territories of the United States, the District of Columbia, and to foreign nations, in shipping the petroleum and its products in tank cars owned or controlled by the subsidiary companies into various States and Territories of the United States and into the District of Columbia, and in selling the petroleum and its products in various places in the States and Territories of the United States, in the District of Columbia, and in foreign countries; that the Standard Company controls the subsidiary companies and directs the management thereof so that none of the subsidiary companies competes with any other of those companies or with the Standard Company, but their trade is all managed as that of a single person.

SECTION 5. That the stocks of the various corporations which are named in section 2 and described in section 4 of this decree held by the Standard Company were acquired and are held by it by virtue of the illegal combination; that the Standard Company, its directors, officers, agents, servants, and employees are enjoined and prohibited from voting any of the stock in any of the subsidiary companies named in section 2 of this decree, and from exercising or attempting to exercise any control, direction, supervision, or influence

IN THE UNITED STATES CIRCUIT COURT FOR THE EASTERN
DISTRICT OF MISSOURI.

UNITED STATES

VS.

STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS.

SUPPLEMENTAL DECREE.

Whereas final decree was entered in the above entitled cause in this court on the twentieth day of November, 1909, in the following words, viz:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, PETITIONER,

VS.

STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS,
DEFENDANTS.

In Equity. No. 5371.

DECREE.

The case was argued on behalf of the United States by Mr. Frank B. Kellogg and Mr. Charles B. Morrison. The Attorney General, Mr. Cordenio A. Severance, and Mr. J. Harwood Graves were on the brief. It was argued for the defendants by Mr. John G. Milburn, Mr. D. T. Watson, Mr. Moritz Rosenthal, and Mr. John G. Johnson. Mr. Frank L. Crawford, Mr. Chauncey W. Martyn, Mr. Douglas Campbell, Mr. Walter F. Taylor, Mr. M. F. Elliott, Mr. Martin Carey, Mr. John M. Freeman, Mr. Ernest C. Irwin, and Mr. W. I. Lewis were on the briefs.

After deliberation, it is ordered, adjudged, and decreed:

SECTION 1. That in and prior to the year 1899 there were twenty corporations organized, respectively, under the laws of various States engaged in commerce in petroleum and its products, either among the States, or in the Territories, or with foreign nations, and these corporations held a majority of the stock and controlled the business and operations of many other corporations engaged in that commerce; that

one of these corporations was the Standard Oil Company of New Jersey, hereafter called the Standard Company, which had a capital stock of \$10,000,000.00; that since the year 1890 the defendants named in section two of this decree have entered into and are carrying out a combination or conspiracy in pursuance whereof about the year 1899 they caused the capital stock of the Standard Company to be increased to \$100,000,000.00, caused a majority of the stock of the nineteen companies, and the power to control them, and to manage their trade, and the power to control the corporations which they controlled and to manage their trade, to be vested in and held by the Standard Company in exchange for its stock which was issued to the former holders of the stock of the nineteen companies, and caused the Standard Company ever since to control all these corporations, hereafter called the subsidiary corporations, and to manage their trade without competition among themselves as the trade and business of a single person; that this combination or conspiracy is a combination or conspiracy in restraint of trade and commerce in petroleum and its products among the several States, in the Territories, and with foreign nations, such as an act of Congress approved July 2, 1890, 26 Stat., 209, c. 647 (U. S. Comp. Stat., 1901, page 3200), entitled "An act to protect trade and commerce against unlawful restraints and monopolies," declares to be illegal.

SECTION 2. That the defendants, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, and Charles M. Pratt, hereafter called the seven individual defendants, united with the Standard Company and other defendants to form and effectuate this combination, and since its formation have been and still are engaged in carrying it into effect and continuing it; that the defendants, Anglo-American Oil Company (Limited), Atlantic Refining Company, Buckeye Pipe Line Company, Borne-Scrymser Company, Chesebrough Manufacturing Company (Consolidated), Cumberland Pipe Line Company, Colonial Oil Company, Continental Oil Company, Crescent Pipe Line Company, Henry C. Folger, jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of Corsicana Refining Com-

pany, Eureka Pipe Line Company, Galena Signal Oil Company, Indiana Pipe Line Company, Manhattan Oil Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Ohio Oil Company, Prairie Oil and Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Swan and Finch Company, Union Tank Line Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, have entered into and became parties to this combination and are either actively operating or aiding in the operation of it; that by means of this combination the defendants named in this section have combined and conspired to monopolize, have monopolized, and are continuing to monopolize a substantial part of the commerce among the States, in the Territories, and with foreign nations, in violation of section 2 of the antitrust act.

SECTION 3. That the defendants Argand Refining Company, American Lubricating Oil Company, Acme Oil Company, Baltimore United Oil Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Mountain State Gas Company, National Fuel Gas Company, Northwestern Ohio Natural Gas Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburgh Natural Gas Company, Platt and Washburn Refining Company, Republic Oil Company, Salamanca Gas Company, Standard Oil Company of Minnesota, Taylorstown Natural Gas Company, Tide Water Oil Company, Tide Wa-

ter Pipe Company (Limited), United Natural Gas Company, United Oil Company, have not been proved to be engaged in the operation or carrying out of the combination, and the bill is dismissed as against each of them.

SECTION 4. That in the formation and execution of the combination or conspiracy the Standard Company has issued its stock to the amount of more than \$90,000,000.00 in exchange for the stocks of other corporations which it holds, and it now owns and controls all of the capital stock of many corporations, a majority of the stock or controlling interest in some corporations, and stock in other corporations as follows:

Name of company.	Total capital stock.	Owned by Standard Oil Company.
Anglo-American Oil Company (Limited).....	\$1,000,000	\$999,740
Atlantic Refining Company.....	\$5,000,000	\$5,000,000
Borne-Scrymser Company.....	200,000	199,700
Buckeye Pipe Line Company.....	10,000,000	9,999,700
Chesbrough Manufacturing Company (Consolidated).....	500,000	277,700
Colonial Oil Company.....	250,000	249,300
Continental Oil Company.....	300,000	300,000
Crescent Pipe Line Company.....	3,000,000	3,000,000
Eureka Pipe Line Company.....	5,000,000	4,999,400
Galena-Signal Oil Company.....	10,000,000	7,079,500
Indiana Pipe Line Company.....	1,000,000	999,700
Lawrence Natural Gas Company.....	450,000	450,000
Mahoning Gas Fuel Company.....	150,000	149,900
Mountain State Gas Company.....	500,000	500,000
National Transit Company.....	25,455,200	25,451,680
New York Transit Company.....	5,000,000	5,000,000
Northern Pipe Line Company.....	4,000,000	4,000,000
Northwestern Ohio Natural Gas Company.....	2,775,250	1,649,450
Ohio Oil Company.....	10,000,000	9,999,880
People's Natural Gas Company.....	1,000,000	1,000,000
Pittsburg Natural Gas Company.....	310,000	310,000
Solar Refining Company.....	500,000	499,400
Southern Pipe Line Company.....	10,000,000	10,000,000
South Penn Oil Company.....	2,500,000	2,500,000
Southwest Pennsylvania Pipe Lines.....	3,500,000	3,500,000
Standard Oil Company (of California).....	17,000,000	16,999,500
Standard Oil Company (of Indiana).....	1,000,000	999,000
Standard Oil Company (of Iowa).....	1,000,000	1,000,000
Standard Oil Company (of Kansas).....	1,000,000	999,300
Standard Oil Company (of Kentucky).....	1,000,000	997,200
Standard Oil Company (of Nebraska).....	600,000	599,500
Standard Oil Company (of New York).....	15,000,000	15,000,000
Standard Oil Company (of Ohio).....	3,500,000	3,499,480
Swan and Finch Company.....	100,000	100,000
Union Tank Line Company.....	3,500,000	3,499,400
Vacuum Oil Company.....	2,500,000	2,500,000
Washington Oil Company.....	100,000	71,480
Waters-Pierce Oil Company.....	400,000	274,700

That the defendant National Transit Company, which is owned and controlled by the Standard Oil Company as aforesaid, owns and controls the amounts of the capital

stocks of the following-named corporations and limited partnerships, stated opposite each, respectively, as follows:

Name of company.	Total capital stock.	Owned by National Transit Company.
Connecting Gas Company.....	\$825,000	\$412,000
Cumberland Pipe Line Company.....	1,000,000	998,500
East Ohio Gas Company.....	6,000,000	5,999,500
Franklin Pipe Company, Limited.....	50,000	19,500
Prairie Oil & Gas Company.....	10,000,000	9,999,800

That the Standard Company has also acquired the control by the ownership of its stock or otherwise of the Security Oil Company, a corporation created under the laws of Texas, which owns a refinery at Beaumont in that State, and the Manhattan Oil Company, a corporation which owns a pipe line situated in the States of Indiana and Ohio; that the Standard Company and the corporations and partnerships named in section 2 are engaged in the various branches of the business of producing, purchasing, and transporting petroleum in the principal oil-producing districts of the United States in New York, Pennsylvania, West Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Kansas, Oklahoma, Louisiana, Texas, Colorado, and California in shipping and transporting the oil through pipe lines owned or controlled by these companies from the various oil-producing districts into and through other States, in refining the petroleum and manufacturing it into various products, in shipping the petroleum and the products thereof into the States and Territories of the United States, the District of Columbia, and to foreign nations, in shipping the petroleum and its products in tank cars owned or controlled by the subsidiary companies into various States and Territories of the United States and into the District of Columbia, and in selling the petroleum and its products in various places in the States and Territories of the United States, in the District of Columbia, and in foreign countries; that the Standard Company controls the subsidiary companies and directs the management thereof so that none of the subsidiary companies competes with any other of those companies or with the Standard Company, but their trade is all managed as that of a single person.

SECTION 5. That the stocks of the various corporations which are named in section 2 and described in section 4 of this decree held by the Standard Company were acquired and are held by it by virtue of the illegal combination; that the Standard Company, its directors, officers, agents, servants, and employees are enjoined and prohibited from voting any of the stock in any of the subsidiary companies named in section 2 of this decree, and from exercising or attempting to exercise any control, direction, supervision, or influence over the acts of these subsidiary companies by virtue of its holding of their stock.

And these subsidiary companies, their officers, directors, agents, servants, and employees are, and each of them is, enjoined and prohibited from declaring or paying any dividends to the Standard Company on account of any of the stock of these subsidiary companies held by the Standard Company, and from permitting the latter company to vote any stock in, or to direct the policy of, any of said companies, or to exercise any control whatsoever over the corporate acts of any of said companies by virtue of such stock, or by virtue of the power over such subsidiary corporation acquired by means of the illegal combination. But the defendants are not prohibited by this decree from distributing ratably to the shareholders of the principal company the shares to which they are equitably entitled in the stocks of the defendant corporations that are parties to the combination.

SECTION 6. That the defendants named in section 2 of this decree, their officers, directors, agents, servants, and employees are enjoined and prohibited from continuing or carrying into further effect the combination adjudged illegal hereby, and from entering or performing any like combination or conspiracy, the effect of which is, or will be, to restrain commerce in petroleum or its products among the States, or in the Territories, or with foreign nations, or to prolong the unlawful monopoly of such commerce obtained and possessed by defendants as before stated, in violation of the act of July 2, 1890, either (1) by the use of liquidating certificates, or other written evidences, of a stock interest in two or more potentially competitive parties to the illegal combination, by causing the conveyance of the physical property and business of any of said parties to a potentially

competitive party to this combination, by causing the conveyance of the property and business of two or more of the potentially competitive parties to this combination to any party thereto, by placing the control of any of said corporations in a trustee, or group of trustees, by causing its stock or property to be held by others than its equitable owners, or by any similar device; or (2) by making any express or implied agreement or arrangement together, or one with another, like that adjudged illegal hereby, relative to the control or management of any of said corporations, or the price or terms of purchase, or of sale, or the rates of transportation of petroleum or its products in interstate or international commerce, or relative to the quantities thereof purchased, sold, transported, or manufactured by any of said corporations which will have a like effect in restraint of commerce among the States, in the Territories, and with foreign nations to that of the combination the operation of which is hereby enjoined.

SECTION 7. The defendants named in section two of this decree are enjoined and prohibited, until the discontinuance of the operation of the illegal combination, from engaging or continuing in commerce among the States or in the Territories of the United States.

SECTION 8. The United States shall recover its costs herein, to be taxed by the clerk of the court, and shall have execution therefor.

SECTION 9. This decree shall take effect thirty (30) days after its entry in case no appeal is taken from it. If an appeal is taken from this decree by the defendants, or by any of them, and a bond in the amount of fifty thousand dollars (\$50,000.00), conditioned to operate as a supersedeas, approved by one of the circuit judges, is given within thirty (30) days after the entry of this decree, then this decree, unless reversed or modified, shall take effect thirty (30) days after the final decision of this case by the Supreme Court upon the appeal.

St. Louis, November 20, 1909.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
United States Circuit Judges.

And whereas certain of the defendants appealed from said decree to the Supreme Court of the United States, which court, after duly considering the same, did, on the fifteenth day of May, 1911, order, adjudge, and decree that the decree of the said Circuit Court in this cause be modified as indicated in the opinion of the said Supreme Court, and as so modified, affirmed, the said Circuit Court to retain jurisdiction to the extent necessary to compel compliance in every respect with its decree.

And whereas the modification indicated in the opinion of the Supreme Court was in the following language, viz:

We think that in view of the magnitude of the interests involved and their complexity that the delay of thirty days allowed for executing the decree was too short and should be extended so as to embrace a period of at least six months. So, also, in view of the possible serious injury to result to the public from an absolute cessation of interstate commerce in petroleum and its products by such vast agencies as are embraced in the combination, a result which might arise from that portion of the decree which enjoined carrying on of interstate commerce not only by the New Jersey corporation, but by all the subsidiary companies, until the dissolution of the combination by the transfer of the stocks in accordance with the decree should not have been awarded.

Our conclusion is that the decree below was right and should be affirmed, except as to the minor matters concerning which we have indicated the decree should be modified.

And whereas the mandate of the Supreme Court having been duly issued and filed in the office of the clerk of this court affirming said judgment, now, therefore, on motion of the United States it is ordered, adjudged, and decreed:

(1) Subdivision 9 of the original decree in this cause is hereby modified in accordance with the opinion of the Supreme Court of the United States so as to extend the period of thirty days therein prescribed to six months after the date of filing the mandate in this cause, to wit, six months from the 21st day of June, 1911, or to such later date as this court may hereafter prescribe on application made therefor.

(2) That subdivision 7 of the original decree in this cause, wherein the defendants named in section 2 of the decree were enjoined and prohibited until the discontinuance of the

operation of the illegal combination from engaging or continuing in commerce among the States or in the Territories of the United States, is hereby amended in accordance with the opinion of the Supreme Court of the United States, and the said defendant corporations are not enjoined pending the six months provided hereby, or any additional time allowed by the court, for the dissolution of the combination from so engaging or continuing in commerce among the States or in the Territories of the United States.

(3) That in all other respects the said original decree and all parts thereof remain in full force and effect, and this court hereby retains jurisdiction of said cause to the extent necessary to compel a compliance with the same in every respect.

Any party to this cause may apply on the foot of this decree for further directions.

WALTER H. SANBORN,

WILLIAM C. HOOK,

ELMER B. ADAMS,

United States Circuit Judges.

WILLIS VAN DEVANTER,

Circuit Justice.

Dated St. Louis, June —, 1911.

Filed and recorded July 29, 1911.

UNITED STATES v. AMERICAN SEATING CO.

IN THE CIRCUIT COURT OF THE UNITED STATES OF
AMERICA, FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION.

Present: The Honorable Kenesaw M. Landis, Circuit
Judge, August 5, 1907.

No. 23604.

THE UNITED STATES OF AMERICA

VS.

AMERICAN SEATING COMPANY ET AL.

This cause coming on to be heard upon the Bill of Complaint filed herein, and it appearing to the court that a default pro confesso was duly taken against the defendants, the American Seating Company, A. H. Andrews Company, Superior Manufacturing Company, Owensboro Seating and Cabinet Company, Southern Seating and Cabinet Company, Cincinnati Seating Company, The Fridman Seating Company, Minneapolis Office and School Furniture Company, H. C. Voght Sons and Company, Frederick A. Holbrook, Thomas M. Boyd, Edward Hubbard, Leo A. Peil, Charles D. Miller, William F. Merle, Henry J. Merle, Frank Morton, Joseph Kenfield, John McKearnan, F. L. Ingersoll, Finley S. Brooke, William M. Brooke, John C. Brooke, C. D. Fridman, F. W. Fridman, L. S. Fridman, Albert Canfield, Carl R. Voght, M. C. Williams, D. M. Witmer, Oliver M. Stafford, W. L. Dechant and S. H. Carr, and that no motion has been filed herein to set aside said default, and that said defendants are still in default, and that more than thirty days have elapsed since the date of the entry of said default, it is ordered, adjudged and decreed, and the court doth hereby order as follows:

That the Bill of Complaint be and the same is hereby taken confessed by the said defendants.

The court doth further order that the said defendants and each of them, their respective agents and attorneys, and all other persons acting in their behalf, or in behalf of either of them or claiming so to act, be and are hereby perpetually enjoined from entering into, taking part in, or engaging in any combination or conspiracy the purpose and effect of which will be as to trade and commerce in church pews between the several states and territories and the District of Columbia, a restraint of trade in violation of the provisions of the Act of Congress approved July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies", either by combination, conspiracy, or contract agreeing upon and fixing uniform and non-competitive prices, below which none of the said defendants should sell church pews, in the interstate commerce aforesaid; or by collusively and by agreement refraining from bidding against each other in the sale of church pews, or by collusively causing their salesmen to refrain from bidding in good faith against each other in the sale of church pews in the interstate commerce aforesaid, or by making fictitious, assisting, or straw bids; or by organizing, managing or conducting any association or club for the purpose of discussing, proposing, devising and agreeing upon uniform arbitrary minimum prices for church pews below which none of said defendants could sell; or by attending or taking part in any meetings of the association or club called the Prudential Club, and from maintaining, conducting and keeping organized and in existence the said association or the said club; or by reporting to the said Frederick A. Holbrook, or to any other person, the names and addresses of churches and prospective purchasers desiring or requiring church pews and the particulars as to the number, kind and quantity of church pews desired, or required for such churches or prospective purchasers; or by assigning and allotting the prospective sales of church pews among and to the said defendants by the said Frederick A. Holbrook; and also from violating the provisions of the Act of Congress approved July 2, 1890, entitled, "An Act to protect

trade and commerce against unlawful restraints and monopolies," by combining or conspiring together or with each other and others to monopolize any part of the trade and commerce in church pews among the several states and territories and the District of Columbia by uniting and combining in an effort to prevent competition in the sale of church pews throughout the said United States or by organizing, managing or conducting any association or club for the purpose of discussing, proposing, devising and agreeing upon arbitrary minimum prices for church pews below which none of said defendants could sell; or by agreeing upon and fixing uniform and non-competitive minimum prices below which said defendant corporations should not sell church pews.

But nothing herein contained shall be construed to restrain or interfere with the action of any of said defendants acting with respect to their own corporate or firm business, property or affairs, when such action is not taken as a result of combination with any other of said defendants as above set forth.

(Signed) KENESAW M. LANDIS,
District Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES OF
AMERICA, FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION.

Present: The Honorable Kenesaw M. Landis, Circuit
Judge, August 5, 1907.

No. 28605.

THE UNITED STATES OF AMERICA
vs.
AMERICAN SEATING COMPANY ET AL.

This cause coming on to be heard upon the Bill of Complaint filed herein, and it appearing to the court that a default pro confesso was duly taken against the defendants, the American Seating Company, A. H. Andrews Company, Superior Manufacturing Company, Haney School Furni-

ture Company, The Hudson School Furniture Company, Peabody School Furniture Company, The Illinois Refrigerator Company, Owensboro Seating and Cabinet Company, Minneapolis Office and School Furniture Company, Frederick A. Holbrook, Thomas M. Boyd, Leo A. Peil, John H. Howard, Harry R. Holden, William F. Merle, Henry J. Merle, Augustus C. Sanford, George Anderson, John McKernan, Elijah Haney, George M. Haney, Alberta Haney, W. C. Hudson, S. M. Hudson, J. B. Peabody, T. A. Peabody, J. B. Markey, A. Harry Wolf, F. H. Walker, Martin C. Williams, D. M. Witner, Oliver M. Stafford, W. L. Dechant, and S. H. Carr and that no motion has been filed herein to set aside said default, and that said defendants are still in default, and that more than thirty days have elapsed since the date of the entry of said default, it is ordered, adjudged and decreed, and the court doth hereby order as follows:

That the Bill of Complaint be and the same is hereby taken confessed by the said defendants.

The court doth further order that the said defendants and each of them, their respective agents and attorneys, and all other persons acting in their behalf or in behalf of either of them, or claiming so to act, be and are hereby perpetually enjoined from entering into, taking part in, or engaging in any combination or conspiracy the purpose and effect of which will be as to trade and commerce in school desks between the several states and territories and the District of Columbia, a restraint of trade in violation of the provisions of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", either by combination, conspiracy or contract agreeing upon and fixing uniform and non-competitive prices, below which none of the said defendants should sell school desks in the interstate commerce aforesaid; or by collusively and by agreement refraining from bidding against each other in the sale of school desks, or by collusively causing their salesmen to refrain from bidding in good faith against each other in the sale of school desks in the interstate commerce aforesaid, or by making fictitious, assisting, or straw bids, or by organizing, managing, or conducting any association or club for the purpose of discuss-

ing, proposing, devising, or agreeing upon uniform arbitrary minimum prices for school desks below which none of said defendants could sell; or by attending or taking part in any meetings of the association or club called the Prudential Club, and from maintaining, conducting and keeping organized and in existence the said association or the said club; or by reporting to the said Frederick A. Holbrook, or to any other person, the names and addresses of schools and prospective purchasers desiring or requiring school desks and the particulars as to the number, kind and quantity of school desks desired or required for such schools and prospective purchasers, or by assigning and allotting the prospective sales of school desks among and to the said defendants by the said Frederick A. Holbrook; and also from violating the provisions of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", by combining or conspiring together or with each other and others to monopolize any part of the trade and commerce in school desks among the several states and territories and the District of Columbia by uniting and combining in an effort to prevent competition in the sale of school desks throughout the said United States; or by organizing, managing, or conducting any association or club for the purpose of discussing, proposing, devising and agreeing upon arbitrary minimum prices for school desks below which none of said defendants could sell; or by agreeing upon and fixing uniform and non-competitive minimum prices below which said defendant corporations should not sell school desks.

But nothing herein contained shall be construed to restrain or interfere with the action of any of said defendants acting with respect to their own corporate or firm business, property or affairs, when such action is not taken as a result of combination with any other of said defendants as above set forth.

KENESAW M. LANDIS,
District Judge.

UNITED STATES v. READING COMPANY.

182 Fed. 427; 226 U. S. 324; 228 U. S. 158.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF PENNSYLVANIA.

April Sessions, 1907. In Equity No. 27.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE READING COMPANY ET AL., DEFENDANTS.

FINAL DECREE.

This cause having come to a final hearing upon pleadings and proofs, and having been argued by the counsel of the respective parties on the 21st, 22d, 23rd, and 24th days of February, 1910, in this Court, before the three circuit judges of the third judicial circuit, under the provisions of the Act of Congress known as the Expediting Act of February 11, 1903, and the said pleadings, proofs and arguments having been duly considered by the said judges and their written opinions having been duly filed, it is now on this 20th day of December, 1910, by the said circuit court, ordered, adjudged and decreed:

First. That the defendants, Reading Company, Philadelphia and Reading Railway Company, The Central Railroad Company of New Jersey, The Delaware, Lackawanna & Western Railroad Company, Lehigh Valley Railroad Company, Erie Railroad Company, and The New York, Susquehanna & Western Railroad Company, prior to the time the petition was filed, entered into, and at the time and since the filing of the said petition were and have been joined together in, a combination in restraint of trade and commerce among the several states, by and through the instrumentality of the defendant The Temple Iron Company, in violation of the Act of Congress, approved July 2, 1890, entitled "An

Act to protect trade and commerce against unlawful restraints and monopolies"; that the shares of the capital stock of The Temple Iron Company, claimed to be owned and held by or in the interest of each of the above named defendants, were acquired and are now held by it or in its interest in pursuance and furtherance of such unlawful combination; and that the shares of capital stock of the Northwest Coal Company, Edgerton Coal Company, Sterrick Creek Coal Company, Babylon Coal Company, Mount Lookout Coal Company, Forty Fort Coal Company, and Lackawanna Coal Company, Limited, likewise were acquired and are now held in violation of said Act of Congress by the defendant The Temple Iron Company.

Wherefore, the above named defendants, their officers, agents, servants and employees, are enjoined and prohibited from continuing the combination hereby adjudged to be illegal, and from hereafter entering into any like combination in restraint of trade and commerce among the several states in anthracite coal, in violation of said Act of Congress.

And each and all of the above-named defendants, their officers, directors, agents, servants and employees, are hereby restrained and enjoined from hereafter acquiring any shares of The Temple Iron Company; from voting or attempting to vote any of such shares at any meeting of stockholders of said The Temple Iron Company; from collecting or receiving any dividends or other profits thereon; and from exercising or attempting to exercise any control, direction, supervision or influence whatsoever over the acts of said corporation. And it is further ordered, adjudged and decreed that The Temple Iron Company be, and it is hereby, restrained and enjoined from permitting shares held by any of said defendants, or any company controlled by any of them, to be voted at any corporate meeting of the said The Temple Iron Company; from paying to any of them any dividends on account of such shares, and from permitting or suffering any of them to exercise any control over its affairs.

And the defendant The Temple Iron Company, its officers, agents, or representatives, are hereby further enjoined

from exercising any control over any of the property or assets of the Northwest Coal Company, Edgerton Coal Company, Sterrick Creek Coal Company, Forty Fort Coal Company, and Lackawanna Coal Company, Limited; from voting the shares of capital stock of such companies; and from receiving any dividends or other profits accruing thereon.

Provided, that nothing herein contained shall be taken as preventing the said defendant, The Temple Iron Company, from selling and disposing of the shares of the capital stocks, assets and properties of the Northwest Coal Company, Edgerton Coal Company, Sterrick Creek Coal Company, Babylon Coal Company, Mount Lookout Coal Company, Forty Fort Coal Company, and Lackawanna Coal Company, Limited, acquired by it as hereinbefore stated and found to have been acquired by it in violation of the said Act of Congress, to any bona fide purchaser or purchasers not in privity with any of the defendants herein and not sustaining any relation in interest direct or indirect, by trust or otherwise, to or with any of said defendants, and distributing the remainder, if any, of the proceeds thereof after the payment of its bonded and other indebtedness, among the holders of the capital stock of the said defendant the said The Temple Iron Company .

Second. That the charge made in paragraph seven (b) of the petition, concerning the combination by which it is alleged the Erie Railroad Company acquired the capital stock of the New York, Susquehanna & Western Railroad Company, in violation of the act entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, is not sustained, and the petition in respect of that charge is dismissed.

Third. That the charge made in paragraph seven (c) of the petition concerning the combination by which it is alleged the Reading Company acquired a majority of the capital stock of the Central Railroad Company of New Jersey, in violation of the act entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, is not sustained, and the petition in respect of that charge is dismissed.

Fourth. That the general charge in paragraph seven of the petition concerning an alleged combination or conspiracy in violation of the act entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, in the development of which it is averred the other combinations set forth in said petition were used as steps, is not sustained, and the petition in respect of that general charge is dismissed.

Fifth. That the charge in paragraph seven (a) of the petition concerning an alleged combination for making and maintaining the so-called 65 per cent. contracts is not sustained, and the petition in respect of that charge is dismissed.

Sixth. That the petitioner do recover from Reading Company, Philadelphia & Reading Railway Company, The Central Railroad Company of New Jersey, The Delaware, Lackawanna & Western Railroad Company, Lehigh Valley Railroad Company, Erie Railroad Company, The New York, Susquehanna & Western Railroad Company, and The Temple Iron Company, defendants therein, its taxable costs as to so much of the proceedings as relate to the subject matter of the first paragraph of this decree, and shall have execution therefor.

Seventh. That except as to defendants Reading Company, Philadelphia & Reading Railway Company, The Central Railroad Company of New Jersey, The Delaware, Lackawanna & Western Railroad Company, Lehigh Valley Railroad Company, Erie Railroad Company, The New York, Susquehanna & Western Railroad Company, The Temple Iron Company, Mount Lookout Coal Company, and Lackawanna Coal Company, Limited, in the particulars hereinbefore specified the petition is dismissed.

GEO. GRAY,
JOS. BUFFINGTON,
W. M. LANNING,

United States Circuit Judges, Third Circuit.

DECEMBER 20, 1910.

IN THE DISTRICT COURT OF THE UNITED STATES, EASTERN
DISTRICT OF PENNSYLVANIA.

April Session, 1907. No. 27.

UNITED STATES OF AMERICA

VS.

READING COMPANY ET AL.

DECREE.

Per Curiam:

The matter of the petitions of the Delaware, Lackawanna and Western Railroad Company with respect to two certain coal purchase contracts, the one with the George F. Lee Coal Company and the other with the Peoples Coal Company; of the Hillside Coal and Iron Company with respect to a coal purchase contract with the Lackawanna Coal Company, Limited; and of the New York Susquehanna and Western Coal Company with respect to a coal purchase contract with Jermyn & Company, having been referred to this Court by the mandate of the Supreme Court of the United States, with directions to this Court to make such further orders and decrees, if any, with respect to said contracts after hearing as might be necessary in order to carry out the mandate of the Supreme Court, and testimony having been taken with respect to the said contracts and submitted to this Court;

Now, on January 29th, 1914, after hearing and upon consideration, it is ordered, adjudged and decreed as follows:

That the original petition is dismissed as to the coal purchase contract by and between The Delaware, Lackawanna and Western Railroad Company and George F. Lee Coal Company, the coal purchase contract by and between The Delaware, Lackawanna and Western Railroad Company and the Peoples Coal Company, the coal purchase contract by and between the Hillside Coal and Iron Company and the Lackawanna Coal Company, Limited, and the coal purchase contract by and between the New York, Susquehanna and Western Coal Company and Jermyn & Company; but without prejudice to the right of the United States to challenge the legality of said contracts or any of them in any other suit or proceeding.

Filed January 29, 1914.

UNITED STATES v. AMERICAN TOBACCO CO.

164 Fed. 700; 191 Fed. 371; 221 U. S. 108.

**IN THE UNITED STATES CIRCUIT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK.**

Before Lacombe, Coxe, Ward and Noyes, Circuit Judges.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE AMERICAN TOBACCO COMPANY ET AL., DEFENDANTS.

Be it remembered that in the above entitled cause, all parties being before this Court on the 12th of November, 1907, John A. Shields was duly appointed Special Examiner to take and report all evidence advanced or offered, and thereafter in pursuance of such appointment he did take the evidence offered by both the petitioner and defendants and prior to the 26th day of March, 1908, duly reported it and the same was thereupon made a part of the record; that on the 26th day of March, 1908, acting under authority of the act of Congress, approved February 11th, 1903, "to expedite the hearing and determination of suits in equity," etc., the Attorney General of the United States filed with the Clerk of the Court "A certificate that in his opinion the cause is of general public importance" and thereafter the same was proceeded with under said act, and came on for final hearing upon the pleadings, proof, former orders and decrees before the Honorables E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Walter C. Noyes, the Circuit Judges for the Second Circuit, who heard the arguments of counsel on May 19th, 20th, 21st and 22d, 1908, and duly took the same under advisement and having considered, thereafter on the 7th day of November, 1908, announced and caused to be filed their respective written opinions therein.

Tobacco Company, Porto-Rican Leaf Tobacco Company, and The Smokers' Paradise Corporation.

P. Lorillard Company has acquired and now holds and claims to own some or all of the capital stock of the following corporations, defendants herein: American Snuff Company and Amsterdam Supply Company.

R. J. Reynolds Tobacco Company has acquired and now holds and claims to own some or all of the capital stock of the following corporations, defendants herein: Amsterdam Supply Company, Liipfert-Scales Company and Mac-Andrews & Forbes Company.

Blackwell's Durham Tobacco Company has acquired and now holds and claims to own some or all of the capital stock of the following corporations, defendants herein: Amsterdam Supply Company, F. R. Penn Tobacco Company, Scotten-Dillon Company and Wells-Whitehead Tobacco Company.

Conley Foil Company has acquired and now holds and claims to own some or all of the capital stock of the defendant Johnson Tin Foil & Metal Company.

Wherefore each and all of defendants, The American Tobacco Company, The American Snuff Company, The American Cigar Company, P. Lorillard Company, R. J. Reynolds Tobacco Company, Blackwell's Durham Tobacco Company and Conley Foil Company, their officers, directors, agents, servants and employes are hereby restrained and enjoined from acquiring by conveyance or otherwise, the plant or business of any such corporation wherein any one of them now holds or owns stock; and each and all of said defendant corporations so holding stock in other corporations as above specified, their officers, directors, agents, servants and employes, are further enjoined from voting or attempting to vote said stock at any meeting of the stockholders of the corporation issuing the same and from exercising or attempting to exercise any control, direction, supervision or influence whatsoever over the acts and doings of such corporation. And it is further ordered and decreed that each and every of the defendant corporations the stock of which is held by any other defendant corporation as hereinbefore shown, their officers, directors, servants and agents be and they are hereby respectively and collectively restrained and enjoined from permitting the stock so held to be voted by

any other defendant holding or claiming to own the same or by its attorneys or agents at any corporate election for directors or officers and from permitting or suffering any other defendant corporation claiming to own or hold stock therein, or its officers or agents to exercise any control whatsoever over its corporate acts.

Fifth. That judgment for its lawful costs is hereby given in favor of the petitioner and against the defendants as to whom the petition has not been dismissed, except the defendant R. P. Richardson, Jr., & Company, Incorporated, which corporation, by its attorney, consented in open court to the above decree.

Sixth. Nothing in this decree contained shall prevent the defendants or any of them from the institution, prosecution or defense of any suit, action, or proceeding to prevent or restrain the infringement of a trade-mark used in interstate commerce or otherwise assert or defend a claim to any property or rights.

Seventh. In case the defendants against whom an injunction is hereby decreed, take an appeal to the Supreme Court of the United States from this decree without delay, the injunction herein directed shall be suspended during the pendency of such appeal.

Eighth. It is further ordered that this decree be not entered until the 15th day of December, 1908, on which day the parties may appear at Room 124 Federal Building at 10-30 A. M., and pray an appeal in open court.

Ninth. The present term of the Circuit Court is continued until twenty days after the decision of the Supreme Court upon the appeal, should an appeal be taken, from this decree, to enable the defendants in case of affirmance, to make any application as they may be advised.

The death of Welford C. Reed, named as a defendant occurred before the final hearing and there has been no revivor.

Dated at New York, December 15th, 1908.

E. HENRY LACOMBE,
ALFRED C. COXE,
H. G. WARD,
WALTER C. NOYES,
U. S. Circuit Judges.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, PETITIONER,
vs.

THE AMERICAN TOBACCO COMPANY AND OTHERS,
DEFENDANTS.

DECREE ON THE MANDATE FROM THE SUPREME COURT OF THE
UNITED STATES.

In the above-entitled cause a final decree was pronounced by this court and regularly entered on the minutes December 15, 1908. Cross-appeals therefrom to the Supreme Court of the United States were duly prayed, perfected and prosecuted therein, and were disposed of in an opinion and judgment of that court handed down on the 29th day of May, 1911.

The said Supreme Court adjudged and decreed that the combination assailed in the petition "in all its aspects—that is to say, whether it be looked at from the point of view of stock ownership or from the standpoint of the principal corporation and the accessory or subsidiary corporations viewed independently, including the foreign corporations in so far as by the contracts made by them they became cooperators in the combination—comes within the prohibitions of the first and second sections of the antitrust act" (act of Congress July 2, 1890, 26 Stat., 209), "that the combination as a whole, involving all its cooperating or associated parts, in whatever form clothed, constitutes a restraint of trade within the first section, and an attempt to monopolize or a monopolization within the second section of the antitrust act;" "that the court below clearly erred in dismissing the individual defendants, the United Cigar Stores Company and the foreign corporations and their subsidiary corporations;" and that the final action of this court in the premises be reversed and the cause remanded with directions "to enter a decree in conformity with this opinion and to take such further steps as may be necessary to fully carry out the directions which we have given."

And the Supreme Court further directed:

1. That this court "here the parties by evidence or otherwise as it may deem proper for the purpose of ascertaining

and determining upon some plan or method of dissolving the combination and of recreating out of the elements now composing it a new condition which shall be honestly in harmony with and not repugnant to the law, but without unnecessary injury to the public or the rights of private property."

2. That for accomplishing these purposes the period ending with the 30th day of December, 1911, be allowed, with the right in this court to extend the same not exceeding sixty days if in its judgment the necessities of the situation so require.

3. That in the event, before the expiration of the period thus fixed, a condition of disintegration in harmony with the law is not brought about, either as a consequence of its action in determining an issue on the subject or in accepting a plan agreed upon, this court, either by way of injunction restraining the movement of the products of the combination in the channels of interstate or foreign commerce or by the appointment of a receiver, must give effect to the requirements of the statute.

A mandate from the Supreme Court in proper form directing further proceedings in harmony with its opinion and judgment was duly filed here June 30th, 1911.

Wherefore, upon motion of the United States, it is now ordered as follows:

First. That the final decree entered herein on December 15, 1908, be set aside and the cause restored to the docket to be proceeded with as directed by the Supreme Court.

Second. That all the defendants—except Welford C. Reed, who died before the final hearing—heretofore became parties to and engaged in the combination assailed in the pleadings which "in and of itself, as well as each and all of the elements composing it, whether corporate or individual, whether considered collectively or separately," is "in restraint of trade and an attempt to monopolize, and a monopolization within the first and second sections of the antitrust act," and which should be dissolved and a new condition brought about in harmony with and not repugnant to the law, either as a consequence of the action of this court in determining an issue or in accepting a plan agreed upon.

Third. In the event that the combination assailed in the pleadings is not dissolved and a condition of disintegration in harmony with the law is not brought about, either as the consequence of the action of the court in determining an issue on the subject or accepting a plan agreed upon, prior to the expiration of six months from June 30th, 1911, or such later time not more than sixty days thereafter as may be designated if in the judgment of the court the necessities of the situation require an extension, this court will, by issuing an injunction restraining the movement of the products of the combination in the channels of interstate commerce or by the appointment of a receiver, give effect to the requirements of the statute. And leave is granted counsel to apply for more specific directions in this regard.

Fourth. Pending the dissolution of the combination and the re-creation from the elements now composing it of a new condition honestly in harmony with the law under the direction of this court, all the defendants, their agents and servants, are hereby restrained and enjoined from doing any act which might further extend or enlarge the power of the combination by any means or devices whatsoever.

Fifth. Leave is granted to any party to apply to the court from time to time for relief which may seem proper and in conformity with the opinion and judgment of the Supreme Court and the terms of this decree.

August 3rd, 1911.

E. HENRY LACOMBE.

H. G. WARD,

WALTER C. NOYES.

(Indorsed:) U. S. Circuit Court, Southern District N. Y.
Filed Aug. 3, 1911. John A. Shields, clerk.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, PLAINTIFF,
vs.
THE AMERICAN TOBACCO COMPANY AND OTHERS,
DEFENDANTS.

DECREE.

Appeals having been taken by the plaintiff and certain defendants in this cause from the decree entered by this Court on the 15th day of December, 1908, the Supreme Court of the United States reversed said decree and issued its mandate filed herein on the 30th day of June, 1911, by which the said cause was remanded to this Court with directions to enter a decree in conformity with the opinion of the Supreme Court of the United States, and to take such further steps as might be necessary to fully carry out said directions. By the said opinion of the Supreme Court of the United States this Court was directed to "hear the parties by evidence or otherwise as it may deem proper, for the purpose of ascertaining and determining upon some plan or method of dissolving the combination, and of recreating out of the elements now composing it a new condition which shall be honestly in harmony with, and not repugnant to, the law, but without unnecessary injury to the public or the rights of private property." And this cause having come on to be finally heard pursuant to the order or decree of this Court, made and entered herein on August 3, 1911, on the mandate of the Supreme Court of the United States as aforesaid, The American Tobacco Company and the other defendants herein (except United Cigar Stores Company, The Imperial Tobacco Company (of Great Britain and Ireland), Limited, and R. P. Richardson, Jr., & Company, Incorporated), filed in this Court, on October 16, 1911, a petition proposing and embodying a plan or method of dissolving the combination, and of recreating out of the elements now composing it a new condition in harmony with, and not repugnant to, the law. Due notice was given to the parties hereto that the hearing on the said petition would be had

on October 30, 1911, in Room 124 of the Federal Building, in New York City; and thereafter, to wit: on the 19th day of October, 1911, The Imperial Tobacco Company (of Great Britain and Ireland), Limited, filed a petition.

At the time and place aforesaid, the plaintiff filed answers to the said petitions, embodying proposed modifications of, and additions to, the plan proposed in said petition of The American Tobacco Company and other defendants. The parties having been heard by counsel, and certain of the modifications of said plan included in the answer of the plaintiff not being opposed by the proponents of said plan, and others of said modifications included in said answer having been disposed of by this Court in its opinions delivered after said hearing;

Now, it is ordered, adjudged and decreed, that all the defendants—except Welford C. Reed, who died before the final hearing—heretofore became parties to and engaged in the combination assailed in the pleadings, which “in and of itself, as well as each and all of the elements composing it, whether corporate or individual, whether considered collectively or separately,” is “in restraint of trade and an attempt to monopolize, and a monopolization within the first and second sections of the Anti-Trust Act,” and which should be dissolved and a new condition brought about in harmony with and not repugnant to the law, either as a consequence of the action of this Court in determining an issue or in accepting a plan agreed upon.

And, it is further ordered, adjudged and decreed that said plan as modified by the consent of the parties, or through the action of this Court as aforesaid, is as follows, to wit:

A. DISSOLUTION OF AMSTERDAM SUPPLY COMPANY.

Amsterdam Supply Company is a company engaged in the business of purchasing for a commission or brokerage, supplies, other than leaf tobacco, its principal customers being defendant corporations herein. It has \$235,000 at par of stock, all held in varying amounts by certain corporation defendants, one or the other of your Petitioners, and a surplus of \$127,058.74.

It is proposed that Amsterdam Supply Company be dissolved, converting its assets into cash and distributing them to its stockholders.

B. ABROGATION OF FOREIGN RESTRICTIVE COVENANTS.

Under the contracts of September 27, 1902, The Imperial Tobacco Company (of Great Britain and Ireland), Limited, and certain of its directors agreed not to engage in the business of manufacturing or selling tobacco in the United States; The American Tobacco Company and American Cigar Company and certain of their directors agreed not to engage in the business of manufacturing or selling tobacco in Great Britain and Ireland; and The American Tobacco Company, American Cigar Company and The Imperial Tobacco Company agreed not to engage in the business of manufacturing or selling tobacco in countries other than Great Britain and Ireland and the United States. Under the provisions of these contracts British-American Tobacco Company, Limited, was organized and took over the export businesses of The American Tobacco Company and The Imperial Tobacco Company, with factories, materials and supplies.

It is proposed that the covenants herein just described, as well as all covenants restricting the right of any company or individual in the combination to buy, manufacture or sell tobacco or its products, be rescinded by the affirmative action of the respective parties thereto who are parties to this suit, except such of said covenants, whether or not contained in the contracts of September 27, 1902, as (a), relate wholly to business in foreign countries and are covenants the benefit whereof has been assigned or transferred to other parties; or (b), are covenants exclusively between foreign corporations and relating wholly to business in or between foreign countries; and that the said contracts of September 27, 1902, be altogether terminated so far as they impose any obligations upon any of the parties thereto to furnish or to refrain from furnishing manufactured tobaccos to any party, each company to treat as its own, but only to the extent provided for in said contracts, all brands and trade-marks which by said contracts it was given the right to manufacture and sell, the said rights having been perpetual and constituting in

effect a conveyance of the brands and trade-marks used for the countries in which they were so used by each of said companies as aforesaid.

C. ABROGATION OF DOMESTIC RESTRICTIVE COVENANTS.

It is proposed that covenants given by vendor corporations, partnerships or individuals, or by stockholders of vendor corporations, to vendee corporations defendants herein, not to engage in the tobacco business or any other business in any way embraced in the combination, be terminated so that all such covenantors shall be at liberty to engage in the business of buying, manufacturing and dealing in tobacco and its products just as if such covenants had not been made.

D. DISINTEGRATION OF ACCESSORY COMPANIES.

(1) THE CONLEY FOIL COMPANY.

The Conley Foil Company has a capital stock of \$825,000 at par, all of one class, of which The American Tobacco Company owns \$495,000 at par, the balance being held by persons not defendants nor connected with defendants. It is engaged in the business of manufacturing tin foil, a product used largely by tobacco manufacturers, but having other uses as well. The Conley Foil Company has a plant in New York City, and it owns all the stock and bonds of The Johnston Tin Foil and Metal Company, which has a plant in St. Louis. The value of the output for the year 1910 of The Conley Foil Company was \$1,780,526.85, with a net profit of \$273,299.82, and The Johnston Tin Foil and Metal Company had an output for the year 1910 of the value of \$676,520.05, and net profits of \$66,255.16. On December 31, 1910, The Conley Foil Company had tangible assets (excluding its securities of The Johnston Tin Foil and Metal Company) of \$1,215,321, and The Johnston Tin Foil and Metal Company had assets of the value of \$379,802.11. The Conley Foil Company has a surplus exceeding the value of the securities of The Johnston Tin Foil and Metal Company.

It is proposed that The Conley Foil Company cancel the bonds of The Johnston Tin Foil and Metal Company, held by it, to-wit: \$100,000 par value; and distribute to its stock-

holders its holdings of stock of The Johnston Tin Foil and Metal Company, to-wit: 3,000 shares, all of one class.

The American Tobacco Company, being a stockholder of The Conley Foil Company, will participate in this distribution, and will in turn distribute its dividend, as well as its stock in The Conley Foil Company, to its common stockholders as hereinafter set forth.

(2) MACANDREWS & FORBES COMPANY.

MacAndrews & Forbes Company is a company having a common capital stock of \$3,000,000 at par, of which The American Tobacco Company owns \$2,112,900 at par, the balance being held by persons not defendants nor connected with defendants (except less than 3½% of the common stock held by R. J. Reynolds Tobacco Co.), and \$3,758,300 at par of six per cent. non-voting preferred stock, of which The American Tobacco Company holds \$750,000 at par, the balance being held by persons not defendants nor connected with defendants. It is engaged in the production of licorice paste, with two plants, one at Camden, New Jersey, and the other at Baltimore, Maryland. It had tangible assets, December 31, 1910, of the value of \$5,683,824.89 (including \$2,118,448.36, licorice root, with plants for its collection in foreign countries), and its sales for the year 1910 were of the value of \$4,427,023.44. MacAndrews & Forbes Company succeeded to the business MacAndrews & Forbes, a partnership, who were pioneers in this country in the production of licorice paste, and who had, for many years before any acquisitions of other business, and before they had any connection with the other defendants herein, more than fifty per cent. of all the licorice paste business of the United States.

It is proposed that a new corporation be organized called the J. S. Young Company, and that it shall acquire the Baltimore plant of MacAndrews & Forbes Company with the assets used therein and in connection therewith, of a total value of \$1,000,000, and the brands of licorice paste manufactured in said Baltimore plant; that it issue in payment therefor, with the goodwill connected therewith, \$1,000,000 at par of seven per cent. preferred non-voting stock, and \$1,000,000 at

par of common stock; that MacAndrews & Forbes Company distribute the common stock of the J. S. Young Company as a dividend to its common stockholders, charging the amount thereof to its surplus account; that MacAndrews & Forbes Company offer to its preferred stockholders proportionately to exchange the seven per cent. preferred stock of the J. S. Young Company at par for their preferred stock of MacAndrews & Forbes Company; that so far as the preferred stock of MacAndrews & Forbes Company is thus exchanged, it be retired; that so far as this preferred stock of the J. S. Young Company is not forthwith thus exchanged, MacAndrews & Forbes Company be enjoined from using it to exercise, or otherwise exercising or attempting to exercise, influence or control over the J. S. Young Company; and with the further provision that on or before January 1, 1915, the whole of this preferred stock of the J. S. Young Company, not theretofore taken out of the treasury of MacAndrews & Forbes Company by exchange as aforesaid, be disposed of by MacAndrews & Forbes Company.

This would give to MacAndrews & Forbes Company a licorice business, including Spanish licorice and powdered goods, of the net selling value, based upon the year 1910, of \$2,514,184.64, of which \$2,214,127.51 arise from sales of one brand, to-wit, the old "Ship" brand. The J. S. Young Company, upon the basis of the business for the year 1910, would have an output of the net selling value of \$1,201,109.86.

The American Tobacco Company being a holder of the common stock of MacAndrews & Forbes Company, will participate in the distribution above provided and will in turn distribute its dividend, as well as its stock in MacAndrews & Forbes Company, to its common stockholders as herein-after set forth.

(3) AMERICAN SNUFF COMPANY.

American Snuff Company is a manufacturer of snuff. It holds all of the stock of De Voe Snuff Company, to wit: \$50,000 at par; and one-half, to wit, \$26,000 at par, of the stock of National Snuff Company. It owns no other interest in any company manufacturing or selling snuff.

It is proposed that there be organized two new snuff companies, one to be called the George W. Helme Company and

the other Weyman-Bruton Company, and that American Snuff Company convey to these two companies respectively factories, with the brands manufactured in them, as follows: to the George W. Helme Company the factories at Helmetta, New Jersey, and Yorklyn, Delaware, except Factory No. 5; to Weyman-Bruton Company the factories at Chicago and Nashville, also all the stock of De Voe Snuff Company, and the one-half of the stock of National Snuff Company held by American Snuff Company. Based upon the business for the year 1910 and the assets at the end of the year, with proper provision for leaf, materials, cash and book accounts for the two vendee companies, this would leave the three companies equipped as follows:

Manufacturing tangible assets:

American Snuff Company-----	\$5,075,969.72
George W. Helme Company-----	4,909,000.40
Weyman-Bruton Company-----	3,691,588.20

Sales value during 1910:

American Snuff Company-----	5,520,422.15
George W. Helme Company-----	4,494,556.66
Weyman-Bruton Company-----	4,297,486.71

Net income:

American Snuff Company-----	\$1,591,280.49
George W. Helme Company-----	1,259,280.96
Weyman-Bruton Company-----	1,293,759.39

Each of these vendee corporations will pay for the property and business conveyed to it by the issue of \$4,000,000 at par of seven per cent. voting preferred stock, and \$4,000,000 at par of common stock. American Snuff Company will thus receive the \$16,000,000 at par of these stocks into its treasury and will distribute to its common stockholders, as a dividend, the common stock aggregating \$8,000,000, to be charged to its surplus account. American Snuff Company will offer to its preferred stockholders pro-

* American Snuff Company holds securities not connected with the snuff business, to-wit: stock and bonds of the American Tobacco Company, preferred stock of American Cigar Company, aggregating in book value \$2,580,216.60, upon which American Snuff Company received in interest and dividends during the year 1910 \$176,680. It is proposed that American Snuff Company sell or otherwise dispose of these securities within three years, and that in the meantime they be held under an injunction as is provided in this paragraph with respect to securities of the George W. Helme Company and Weyman-Bruton Company to be temporarily held by it. It also owns all, to-wit: \$100,000 at par of the stock of Garrett Real Estate Co., which will be dissolved and liquidated.

portionately to exchange these seven per cent. preferred stocks of the George W. Helme Company and the Weyman-Bruton Company for their preferred stock of American Snuff Company at par. So much of the preferred stock of American Snuff Company as is thus exchanged, will be retired. As to so much of the preferred stocks of the George W. Helme Company and the Weyman-Bruton Company as is not forthwith thus exchanged, American Snuff Company to be enjoined from voting it, or using it to exercise, or otherwise exercising, or attempting to exercise, influence or control over the George W. Helme Company or the Weyman-Bruton Company; and on or before January 1, 1915, all of these preferred stocks of the George W. Helme Company and the Weyman-Bruton Company not theretofore taken out of the treasury of American Snuff Company by exchange as aforesaid, to be disposed of by American Snuff Company.

The American Tobacco Company, being a holder of the common stock of American Snuff Company, will participate in the distribution above provided, and will, in turn, distribute its dividend, as well as its stock in American Snuff Company, including that to be acquired from P. Lorillard Company, to its common stockholders as hereinafter set forth.

(4) AMERICAN STOGIE COMPANY.

American Stogie Company is a corporation whose only asset is all of the issued stock of Union-American Cigar Company, which latter company has cigar factories located at Pittsburgh, Allegheny, Lancaster and Newark. Its total production, based upon business for the year 1910, is only 1.58 per cent. of the entire production of cigars in the United States in volume, and, as these Petitioners believe, about the same percentage in value. American Stogie Company has \$976,000 at par of seven per cent. cumulative preferred stock, of which American Cigar Company owns \$40,000 at par, and none of the other defendants own any; it has \$10,879,000 at par of common stock, of which American Cigar Company owns \$7,303,775 at par, and none of the other defendants own any. There are accumulated and unpaid dividends on the preferred stock to the amount of \$399,000 as of December 31, 1910.

It is proposed that American Stogie Company dissolve, with leave granted to the trustees in dissolution to either convert the assets into cash, and distribute them among the stockholders according to their rights, or to effect such reorganization as they may be able to effect, provided, that in either event there shall be a separation into at least two different ownerships of the factories and businesses now owned and operated by Union-American Cigar Company. If the dissolution is followed by a conversion of the assets of American Stogie Company into cash, American Cigar Company will take such cash as it may receive into its treasury; if it receives upon such dissolution securities of cigar manufacturing concerns, it will distribute such as a dividend to its common stockholders, to be charged to its surplus as hereinafter set forth.

(5) AMERICAN CIGAR COMPANY.

American Cigar Company is a manufacturer of cigars. It has various factories of its own, and it owns all or a part of the stock of several companies engaged in the manufacture of cigars, all of which companies have been organized by it and which have received from it conveyances of part of its business, operating in this way as separate corporations for trade purposes. Among these companies is Federal Cigar Company.

American Cigar Company also owns a part of the stock of Havana Tobacco Company, which controls factories manufacturing cigars in Havana; and a part of the stock of Porto Rican-American Tobacco Company, engaged in the manufacture of cigars and cigarettes in Porto Rico; and half of the stock of Porto Rican Leaf Tobacco Company, engaged in growing tobacco in Porto Rico. American Cigar Company itself uses large quantities of Porto Rican grown leaf. Neither American Cigar Company nor any of the companies in which it is interested, except Havana Tobacco Company and Porto Rican-American Tobacco Company, is engaged in the manufacture of cigars outside of the United States.

American Cigar Company, including with its production the production of companies of which it owns in whole or in part the stock, has, in volume, based on the business for

the year 1910, 13.36 per cent. of the cigar business of the United States, and in value, as your Petitioners believe, substantially the same percentage. Havana Tobacco Company has, directly or indirectly, control of 24.06 per cent. of the total production of cigars in Cuba; 46.00 per cent. of the total exportation of cigars from Cuba to all countries of the world, including the United States; and 38.15 per cent. of the total exportation of cigars from Cuba to the United States.

It is proposed that American Cigar Company dispose of properties belonging to it, and thus disintegrate its business, as follows:

(a) That it sell to The American Tobacco Company for cash its stock, being all thereof, of Federal Cigar Company, at a fair price, to wit: \$3,965,616.05;

(b) That it sell to The American Tobacco Company, for cash, the stock it owns of Porto Rican-American Tobacco Company, to wit: \$657,600 at par, at a fair price, to wit: \$350 per share, or \$2,301,600;

(c) That American Cigar Company dispose of any interest in American Stogie Company by receiving cash proceeds of its stock in dissolution thereof, if American Stogie Company upon dissolution converts its assets into cash; or by distributing as a dividend to its common stockholders out of its surplus the securities which it receives upon the dissolution of American Stogie Company, if it receives such.

All stocks thus to be acquired by The American Tobacco Company from American Cigar Company are to be disposed of by The American Tobacco Company as hereinafter set out.

E. DISTRIBUTION BY THE AMERICAN TOBACCO COMPANY OF STOCKS OWNED OR TO BE ACQUIRED BY IT.

(1) IMMEDIATE DISTRIBUTION OF STOCKS.

The American Tobacco Company will buy from P. Lorillard Company, for cash at par, the 11,247 shares of the preferred stock of American Snuff Company held by P. Lorillard Company, and will receive, as the sole common stockholder of P. Lorillard Company, and by way of dividends 34,594 shares of the common stock of American Snuff Company held by P. Lorillard Company.

The American Tobacco Company will distribute among its common stockholders by way of dividends, and to be charged to its surplus, all of its securities of the following described classes, whether now owned by it or bought by it from American Cigar Company, as hereinbefore set forth, or bought by it from P. Lorillard Company, as just hereinbefore set forth, or received by it by way of dividends from any of the accessory companies defendant, as hereinbefore set forth, to wit:

American Snuff Company common stock;
 American Snuff Company preferred stock;
 George W. Helme Company common stock;
 Weyman-Bruton Company common stock;
 MacAndrews & Forbes Company common stock;
 J. S. Young Company common stock;
 The Conley Foil Company stock;
 The Johnston Tin Foil and Metal Company stock;
 R. J. Reynolds Tobacco Company stock;
 Corporation of United Cigar Stores stock;
 British-American Tobacco Company, Limited, ordinary shares;

Porto Rican-American Tobacco Company stock;

American Stogie Company stock (or what is received by way of dividends from American Cigar Company upon dissolution of American Stogie Company).

Including the amount to be paid to American Cigar Company and P. Lorillard Company for such of these securities as are to be acquired by The American Tobacco Company from them respectively, and excluding those to be acquired by way of dividends, and which, therefore, do not affect the surplus of The American Tobacco Company, never having been set up on its books, these securities had a book value as of December 31, 1910, of \$35,011,865.03. The earning capacity of all the above securities thus to be distributed, based upon the results of the year 1910, is \$9,860,410.76, though not all thereof was distributed as dividends.

(2) DEFERRED DISPOSITION OF STOCKS.

The American Tobacco Company will sell or otherwise dispose of, or distribute by way of dividends to its common stockholders out of its surplus at the time existing, before

January 1, 1915, all of its holdings of the following securities:

British-American Tobacco Company, Limited, non-voting preference shares;

The Imperial Tobacco Company (of Great Britain and Ireland), Limited, ordinary shares;

Corporation of United Cigar Stores bonds;

MacAndrews & Forbes Company non-voting preferred stock.

During the time these securities are left in the treasury of The American Tobacco Company, The American Tobacco Company to be enjoined from voting any thereof that under the terms thereof might be voted, or using any thereof to exercise, or otherwise exercising or attempting to exercise, influence or control over the said companies which issued the said securities respectively, and from gaining possession of any of the said companies by buying in at a foreclosure had under any of the securities, for any default with respect thereto or otherwise.

F. SALE BY THE AMERICAN TOBACCO COMPANY OF MANUFACTURING ASSETS AND BUSINESS TO COMPANIES TO BE FORMED.

(1)

There will be organized a new corporation called Liggett & Myers Tobacco Company, and a new corporation called P. Lorillard Company, and The American Tobacco Company will sell, assign and convey to these two companies factories, plants, brands and businesses, and capital stocks of tobacco manufacturing corporations, as follows:

TO LIGGETT & MYERS TOBACCO COMPANY.

Liggett & Myers Branch of The American Tobacco Company, engaged in the manufacture of plug tobacco at St. Louis, with the brands connected therewith;

Spaulding & Merrick, a company of which The American Tobacco Company owns, and has always owned, all the stock, engaged in Chicago in the manufacture of fine cut tobacco and smoking tobacco;

Allen & Ginter Branch of The American Tobacco Company, engaged in the manufacture of cigarettes at Richmond, Virginia, and the brands connected therewith (this does not include the brand "Sweet Caporal," made partly there and partly at New York);

Chicago Branch of The American Tobacco Company, a factory at Chicago engaged in the manufacture of smoking tobacco, with the brands connected therewith;

Catlin Branch of The American Tobacco Company, a factory at St. Louis engaged in the manufacture of smoking tobacco, with the brands connected therewith;

Nall & Williams Tobacco Company, a company of which The American Tobacco Company owns all the stock, engaged in the manufacture of plug and smoking tobacco at Louisville, Kentucky;

The John Bollman Company, a company engaged in the manufacture of cigarettes at San Francisco; of this corporation The American Tobacco Company owns ninety per cent. of the stock, which it is proposed to turn over to the Liggett & Myers Tobacco Company;

Pinkerton Tobacco Company, a corporation engaged in the manufacture of scrap tobacco (a kind of smoking tobacco) at Toledo, Ohio; of this corporation The American Tobacco Company owns 77½ per cent. of the stock, which it is proposed to turn over to the Liggett & Myers Tobacco Company;

W. R. Irby Branch of the American Tobacco Company at New Orleans, engaged in the manufacture of cigarettes and smoking tobacco, the principal brands being "Home Run" and "King Bee";

The Duke-Durham Branch of The American Tobacco Company, engaged in the manufacture of cigarettes and smoking tobacco at Durham, N. C.; principal cigarette brands, "Piedmont" and "American Beauty"; principal smoking tobacco brand, "Duke's Mixture";

Two little cigar factories located, the one at Philadelphia, and the other at Baltimore, branches of The American Tobacco Company; principal brand, "Recruits."

TO P. LORILLARD COMPANY.

All the rights of The American Tobacco Company in the present P. Lorillard Company, to wit: all the common stock

and \$1,596,100 at par out of a total issue of \$2,000,000 of eight per cent. preferred stock; it is contemplated that as a part of these reorganizations the Lorillard Company, as at present constituted, be wound up and the new company be organized, taking over the assets of the P. Lorillard Company;

S. Anargyros, a company engaged in the manufacture of cigarettes, in which The American Tobacco Company owns all the stock, and of which it has always owned all the stock;

Luhrman & Wilbern Tobacco Company, a company engaged in the manufacture of scrap tobacco (a kind of smoking tobacco), of which The American Tobacco Company owns, and has for many years owned, all the stock;

Philadelphia Branch B at Philadelphia, Wilmington Branch B at Wilmington, Penn Street Branch at Brooklyn, Danville Branch B at Danville and Ellis Branch B at Baltimore, branches of The American Tobacco Company manufacturing little cigars, the principal brand being "Between the Acts";

Federal Cigar Company, a company all of whose stock is, and has always been, owned by American Cigar Company, but which, as hereinbefore provided, is to be purchased for cash by The American Tobacco Company.

each of these conveyances to include proper and adequate storage houses, leaf tobacco and other materials and supplies, provision for book accounts, including in each case a ratable proportion of the cash held by The American Tobacco Company on December 31, 1910, so that each of the new corporations will be fully equipped for the conduct of the business of manufacturing and dealing in tobacco.

(2) RESOURCES AND CAPITALIZATION OF COMPANIES AND PROVISIONS FOR EXCHANGING AND RETIRING SECURITIES OF AMERICAN TOBACCO COMPANY.

The American Tobacco Company has securities issued and outstanding as follows:

6% bonds.....	\$52, 882, 650
4% bonds (including outstanding 4% bonds of Consol. Tobacco Co.).....	51, 354, 100
6% preferred stock.....	78, 689, 100
Common stock.....	40, 242, 400

The American Tobacco Company in October, 1904, immediately after the merger, had an outstanding issue of its own four per cent. bonds and the Consolidated Tobacco Company four per cent. bonds which it assumed, amounting to \$78,689,100, but it has purchased on the market and retired \$27,335,000 at par of these four per cent. bonds, charging the amount thus expended to surplus. The six per cent. bonds and four per cent. bonds aforesaid are what are ordinarily known as debenture bonds, and are issued under a trust indenture which imposes a general charge on the property, income and earnings of the company in favor, first, of the six per cent. bonds, and, second, of the four per cent. bonds. The American Tobacco Company, after the reduction of the surplus through the acquisition by it of four per cent. bonds as aforesaid, had on December 31, 1910, a surplus of \$61,119,991.63, which will be increased by the surplus earnings of the current year. The distribution of securities herein provided for to be forthwith made, would diminish the said surplus by \$35,011,865.03, the book value of securities to be so distributed. This book value is less than actual value, but in view of the fact that none of the assets of The American Tobacco Company are overvalued, the advance of the book value of the securities to be distributed as hereinbefore set forth to their actual value, would operate at the same time to increase the surplus of the Company, and so its surplus, after such distribution, would remain just the same as though the advance to actual value had not been made on the books of the Company.

The properties to be conveyed to the Liggett & Myers Tobacco Company and P. Lorillard Company, based upon conditions as of December 31, 1910, the last completed year, including in such conveyances the proper and proportionate storage houses, leaf tobacco, supplies and materials and cash, but without anything for value of brands, trademarks, formulæ, recipes and goodwill, but including stocks of companies, are of the value of \$30,607,261.96 to Liggett & Myers Tobacco Company, and \$28,091,748.86 to P. Lorillard Company. So far as these conditions shall be changed before the day of the conveyance, any deficiency is to be made good in cash, so that these two companies will have said amounts in tangible assets, as aforesaid, useful, and such as have been

used, in the manufacture of the brands to be conveyed to them respectively, and cash. The American Tobacco Company will be left with tangible assets, including stocks of companies employed in manufacturing tobacco and its products, cash and bills and accounts receivable, of the value of \$53,408,498.94 as of December 31, 1910. The profits earned during the year 1910 on the brands and businesses to be conveyed by The American Tobacco Company to Liggett & Myers Tobacco Company amounted to \$7,468,172.02, and the profits on the brands and businesses to be conveyed by The American Tobacco Company to P. Lorillard Company amounted to \$5,264,729.38.

It is proposed that the value of the brands, trademarks, recipes, formulæ and goodwill to be sold to each of these companies, be determined by their earning capacity, based upon the results for the year 1910, so that each shall have an earning capacity of 11.02 per cent. per annum upon its total property, including both tangible property and brand value and goodwill. Upon this basis the consideration to be paid by the Liggett & Myers Tobacco Company will be \$30,607,261.96, value of tangible assets as above stated, and \$36,840,237.04, value of brands, trademarks, recipes, formulæ and goodwill, making a total of \$67,447,499; and the consideration to be paid by the P. Lorillard Company will be \$28,091,748.86, value of tangible assets as above stated, and \$19,460,752.14, value of brands, trademarks, recipes, formulæ and goodwill, making a total of \$47,552,501. The brands, trademarks, recipes, formulæ and goodwill of The American Tobacco Company, on December 31, 1910, were of the book value of \$101,324,964.07. The payments for brand value, etc., to The American Tobacco Company to be made by Liggett & Myers Tobacco Company and P. Lorillard Company, as aforesaid, makes an aggregate of \$56,300,989.18, and would thus leave the book value of brands, trademarks, recipes, formulæ and goodwill retained by The American Tobacco Company at \$45,023,974.89, which added to the \$53,408,498.94 of tangible manufacturing assets to be retained by The American Tobacco Company, will make the total book value of manufacturing property to be retained by that Company \$98,432,473.83, upon which its earnings,

based upon the results for the year 1910, would be \$11,369,809.82, or 11.55 per cent.

The Liggett & Myers Tobacco Company and the P. Lorillard Company would pay for these conveyances, therefore, the aggregate as aforesaid, to wit:

Liggett & Myers Tobacco Company-----	\$67, 447, 499
P. Lorillard Company-----	47, 552, 501

Aggregating-----	115, 000, 000
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or each with its earnings on the business for the year 1910 so capitalized that said earnings represent 11.02 per cent. upon the capital.

Liggett & Myers Tobacco Company and P. Lorillard Company will issue securities to cover such capitalization in the aggregate as follows: To an amount equal to one-half of the outstanding six per cent. bonds of The American Tobacco Company, that is, \$26,441,325 at par in seven per cent. bonds; to an amount equal to one-half of the outstanding four per cent. bonds of The American Tobacco Company, that is, \$25,677,050 at par in five per cent. bonds; to an amount equal to one-third of the outstanding preferred stock of The American Tobacco Company, that is, \$26,229,700 at par, in seven per cent. cumulative voting preferred stock; which, upon liquidation of the Company, shall be paid at par with accrued unpaid dividends, before any amount shall be paid to common stock, with balance of assets distributable ratably to the common stock; and the balance of said \$115,000,000, that is, \$36,651,925 in common stock; the seven per cent. bonds and the five per cent. bonds to mature at the time fixed respectively for the maturity of the six per cent. bonds and the four per cent. bonds of The American Tobacco Company now outstanding, and to be issued under an indenture of substantially like tenor and terms with the present indenture of The American Tobacco Company under which its six per cent. bonds and four per cent. bonds were issued, the seven per cent. bonds to have priority in charge over the five per cent. bonds in the same way that the six per cent. bonds of The American Tobacco Company have priority of charge over the four per cent bonds. Thus

the capitalization of the Liggett & Myers Tobacco Company and P. Lorillard Company will be as follows:

	Liggett & Myers.	Lorillard.	Total.
7% bonds.....	\$15,507,837	\$10,933,488	\$26,441,325
5% bonds.....	15,059,589	10,617,461	25,677,050
7% preferred stock.....	15,383,719	10,845,681	26,229,400
Common stock.....	21,496,354	15,155,571	36,651,925
	67,447,499	47,552,501	115,000,000

All of these securities of the Liggett & Myers Tobacco Company and the P. Lorillard Company to be turned over to The American Tobacco Company in payment of the purchase price for the factories, plants, brands and businesses and capital stocks of tobacco manufacturing corporations so as to be conveyed to Liggett & Myers Tobacco Company and P. Lorillard Company respectively as hereinbefore set out.

These securities will be disposed of by The American Tobacco Company as follows:

The common stock will be offered for cash at par to the holders of the common stock of The American Tobacco Company in proportion to their holdings, and any not purchased by the person thus entitled thereto shall be sold to persons other than the individual defendants, to the end that such offer of common stock of the two new companies to the common stockholders of The American Tobacco Company shall not be used by the individual defendants to increase their ownership therein beyond the proportion of their holdings of the common stock of The American Tobacco Company.

To each holder of the six per cent. bonds of The American Tobacco Company, an offer shall be made to acquire his bonds for cancellation, and to give in exchange therefor, as to one-half thereof, new seven per cent. bonds of Liggett & Myers Tobacco Company and P. Lorillard Company at par, and in payment for the other half thereof, cash at the rate of \$120 and accrued interest for each \$100 face value of the bonds.

To each holder of the four per cent. bonds of The American Tobacco Company, an offer shall be made to acquire his

bonds for cancellation, and to give in exchange therefor, as to one-half thereof, new five per cent. bonds of Liggett & Myers Tobacco Company and P. Lorillard Company at par, and, in payment for the other half thereof, cash at the rate of \$96 and accrued interest for each \$100 face value of the bonds.

To each holder of the preferred stock of The American Tobacco Company, an offer shall be made to acquire one-third of his stock for cancellation in exchange for an equal amount at par of Liggett & Myers Tobacco Company and P. Lorillard Company.

On account of the larger capitalization of the Liggett & Myers Tobacco Company as compared with the P. Lorillard Company, each class of the new securities will issue in the proportion of 58.65 per cent. thereof of Liggett & Myers Tobacco Company securities and 41.35 per cent. thereof of P. Lorillard Company securities. The stocks will be issued in shares of \$100, and coupon bonds in denominations of \$1,000, and registered bonds in larger denominations, and in denominations of \$100 and \$50, and in actual issue fractions will be eliminated.

The common stocks of the two Companies aforesaid are to be sold as above set out prior to March 1, 1912, with three years to be allowed for the retirement of the bonds and preferred stock of The American Tobacco Company, as above set out. Pending such, the said seven per cent. bonds, five per cent. bonds, and seven per cent preferred stocks of the Liggett & Myers Tobacco Company and the P. Lorillard Company, together with an amount in cash, or in securities owned by The American Tobacco Company, at their book value, or partly in cash and partly in such securities, equal to the amounts required if all such sales and exchanges are made, will be deposited with the Guaranty Trust Company of New York, the trustee in the indenture under which the six per cent. bonds and the four per cent. bonds of The American Tobacco Company are issued, as the agency to effect the purchase and exchange. Such deposit will be made, not to secure, nor create a trust fund for the bonds, but for the purpose of sequestering and taking from the control of The American Tobacco Company the securities

and cash so deposited. During the time of such deposit, the securities shall be in the name of, as well as in the custody of, said Trust Company, with any voting rights attaching thereto, but The American Tobacco Company shall receive from the Trust Company all dividends and interest collected by it on account of such securities; and the American Tobacco Company shall have the right at any time and from time to time to sell, at such price as it may determine, and direct the delivery of any of such securities (except the securities of Liggett & Myers Tobacco Company and P. Lorillard Company), the consideration therefor to go into the hands of said Trust Company; or to withdraw any of such securities (except the securities of Liggett & Myers Tobacco Company and P. Lorillard Company) for the purpose of distribution among its common stockholders, if its surplus at the time permits; or to substitute other securities of like book value for the securities so deposited (except as to the securities of Liggett & Myers Tobacco Company and P. Lorillard Company); or to alter the relative proportion of cash and securities; it being the intent of this provision that there shall be sequestrated from the control of The American Tobacco Company, all the securities of the Liggett & Myers Tobacco Company and P. Lorillard Company, and an additional amount of cash or other securities equal, upon the purchase basis aforesaid, to the value of the four per cent. bonds and the six per cent. bonds of The American Tobacco Company at the time outstanding. At the end of the three years, if there are any of such securities of the Liggett & Myers Tobacco Company or P. Lorillard Company in the hands of such trust company undisposed of by such exchange as aforesaid, then The American Tobacco Company shall apply to this Court for an order as to the disposition thereof. Nothing contained in this provision, and nothing done under this provision, shall be construed as providing for the creation of, or as creating, any lien or security on anything deposited with the trust company in favor of the six per cent. bonds or the four per cent. bonds of The American Tobacco Company outstanding, or otherwise.

G. VOTING RIGHTS TO PREFERRED STOCK.

By proper amendment of the certificate of incorporation of The American Tobacco Company, the preferred stock will be given full voting rights.

H. CERTAIN INCIDENTAL PROVISIONS.**(1)**

P. Lorillard Company is a New Jersey company, with \$3,000,000 of common stock, all of which is owned by The American Tobacco Company, and \$2,000,000 of eight per cent. preferred stock. Of this preferred stock The American Tobacco Company holds \$1,596,100 at par, and there is held by others \$403,900 at par. Under the laws of New Jersey the present P. Lorillard Company may be dissolved by the holders of two-thirds of the outstanding stock, and upon such dissolution the preferred stock is entitled to be paid at par, the balance of the assets going to the common stock. In view of the fact, however, that the preferred stock of the present P. Lorillard Company is an eight per cent. preferred stock with abundant assets and earnings to make the principal and income secure, it is deemed fair to the holders of this outstanding \$403,900 of preferred stock that they be given an opportunity to take, at their option, either cash at par, which they are legally entitled to, or the seven per cent. preferred stock of the proposed new P. Lorillard Company. As the preferred stock of the new P. Lorillard Company is to be a seven per cent. preferred stock, the holders of said \$403,900 of said present preferred stock will be offered stock of the new company at the rate of \$114.25 for each share. It is therefore proposed that the new P. Lorillard Company provide for an additional amount of preferred stock sufficient to take care of \$403,900 preferred stock, on that basis, to wit: \$114.25 in new seven per cent. preferred stock for each \$100 of said stock, amounting to \$461,600 at par of preferred stock in addition to that set out hereinbefore. In view of the fact that in the statements hereinbefore made as to earnings of the P. Lorillard Company there is included only such part of the earnings of the present P. Lorillard Company as accrued to the proportion of its stock

held by The American Tobacco Company, this increase of preferred stock would increase proportionately the profits of the P. Lorillard Company, and does not derange any of the figures hereinbefore given, or given in any of the Exhibits hereto and hereinafter referred to.

(2)

American Snuff Company manufactures and sells a brand of snuff called "Garrett," which has a large sale in the Southern and Southwestern sections of the country. Originally this brand was manufactured at Yorklyn, Delaware, and in part packed in Philadelphia. Several years ago American Snuff Company determined, on account of freight rate conditions, to manufacture this brand at Clarksville, Tennessee, and to pack it at Memphis, Tennessee, and that the factories at Yorklyn, Delaware, should be given up to the manufacture of other brands. It has yet, though, been unable to produce in Clarksville, Tennessee, goods similar to the goods heretofore and now made by it at Yorklyn, Delaware, although the experiment is still in progress, and with hope of success. Under the plan hereinbefore outlined, the brand "Garrett" snuff is allotted to American Snuff Company, and the factories other than one factory at Yorklyn, Delaware, are allotted to George W. Helme Company; your Petitioners pray that in the approval and adoption by this Court of this plan, American Snuff Company and George W. Helme Company be permitted to manufacture brands the one for the other, for a period not exceeding one year from March 1, 1912, each company paying to the other as consideration for such manufacture, the cost thereof plus five per cent.; the necessity of paying five per cent. above cost is sufficient inducement to each company to manufacture its own goods as soon as American Snuff Company is able to manufacture "Garrett" snuff of the requisite character and kind in its Clarksville factory, thus leaving the Yorklyn factories, other than No. 5, for the manufacture by the George W. Helme Company of its own brands.

This Court, having heard the parties as directed by the Supreme Court of the United States, it is further ascertained and determined, and

Ordered, adjudged and decreed that said plan hereinabove set forth is a plan or method which, taken with the injunctive provisions hereinafter set forth, will dissolve the combination heretofore adjudged to be illegal in this cause, and will re-create out of the elements now composing it a new condition which will be honestly in harmony with, and not repugnant to, the law, and without unnecessary injury to the public or the rights of private property.

It is further ordered, adjudged and decreed that the said plan as hereinabove set forth be, and it is hereby, approved by this Court, and the defendants herein are respectively directed to proceed forthwith to carry the same into effect.

The necessities of the situation in the judgment of this Court requiring the extension of the period for carrying into execution said plan to a further time not to exceed sixty days from December 30, 1911,

It is further ordered, adjudged and decreed that the defendants be allowed until February 28, 1912, to carry said plan into execution.

It is further ordered, adjudged and decreed that the defendants, their officers, directors, servants, agents and employees be, and they are hereby, severally enjoined and restrained as follows:

From continuing or carrying into further effect the combination adjudged illegal in this cause, and from entering into or forming any like combination or conspiracy, the effect of which is or will be to restrain commerce in tobacco or its products or in articles used in connection with the manufacture and trade in tobacco and its products, among the States or in the territories or with foreign nations, or to prolong the unlawful monopoly of such commerce obtained and possessed by the defendants, as adjudged herein in violation of the Act of Congress approved July 2, 1890, either:

1. By causing the conveyance of the factories, plants, brands or business of any of the fourteen corporations among which the properties and businesses now in the combination are to be distributed, to-wit: The American Tobacco Company, Liggett & Myers Tobacco Company, P. Lorillard Company, American Snuff Company, George W. Helme

Company, Weyman-Bruton Company, R. J. Reynolds Tobacco Company, British-American Tobacco Company, Limited, Porto Rican-American Tobacco Company, Mac Andrews & Forbes Company, J. S. Young Company, The Conley Foil Company, The Johnston Tin Foil and Metal Company and United Cigar Stores Company, to any other of said corporations; by placing the stocks of any one or more of said corporations in the hands of voting trustees or controlling the voting power of such stocks by any similar device; or

2. By making any express or implied agreement or arrangement together or one with another like those adjudged illegal in this cause, relative to the control or management of any of said fourteen corporations, or the price or terms of purchase, or of sale, of tobacco or any of its products, or the supplies or other products dealt with in connection with the tobacco business, or relative to the purchase, sale, transportation or manufacture of tobacco, or its products or supplies or other products dealt with as aforesaid, by any of the parties hereto, which will have a like effect in restraint of commerce among the states, in the territories and with foreign nations to that of the combination, the operation of which is enjoined in this cause; or by making any agreement or arrangement of any kind with any other of such corporations under which trade or business is apportioned between such corporations, in respect either to customers or localities.

3. By any of said fourteen corporations retaining or employing the same clerical organization, or keeping the same office or offices, as any other of said corporations.

4. By any of said fourteen corporations retaining or holding capital stock in any other corporation any part of whose stock is also retained and held by any other of said corporations; *provided*, however, that this prohibition shall not apply to the holding by the Porto Rican-American Tobacco Company and American Cigar Company of stock in Porto Rican Leaf Tobacco Company, nor shall it apply to the holding of stock of the National Snuff Company, Limited, by Weyman-Bruton Company and British-American Tobacco Company, Limited.

5. By any of said fourteen corporations doing business directly or indirectly under any other than its own corpo-

rate name or the name of a subsidiary corporation controlled by it; *provided*, however, that in case of a subsidiary corporation the controlling corporation shall cause the products of such subsidiary corporation which are sold in the United States and bear the name of the manufacturer, to bear also a statement indicating the fact of such control.

6. By any of said fourteen corporations refusing to sell to any jobber any brand of any tobacco product manufactured by it except upon condition that such jobber shall purchase from the vendor some other brand or product also manufactured and sold by it; *provided*, however, that this prohibition shall not be construed to apply to what are known as "combination orders" under which some brand or product may be offered to a jobber or dealer at a reduced price on condition that he purchase a given quantity of some other brand or product.

It is further ordered, adjudged and decreed that during a period of five years from the date hereof, each of said fourteen corporations hereinbefore named, its officers, directors, agents, servants and employees, are hereby enjoined and restrained as follows:

1. None of the said fourteen corporations shall have any officer or director who is also an officer or director in any other of said corporations.

2. None of said fourteen corporations shall retain or employ the same agent or agents for the purchase in the United States of tobacco leaf or other raw material, or for the sale in the United States of tobacco or other products, as that of any other of said corporations.

3. None of said fourteen corporations shall directly or indirectly acquire any stock in any other of said corporations, or purchase or acquire any of the factories, plants, brands or business of any other of said corporations, or make loans or otherwise extend financial aid to any other of said corporations.

The provisions of this decree shall apply only to trade and commerce in or between the several states and territories and the District of Columbia, and trade and commerce between the United States and foreign nations.

It is further ordered, adjudged and decreed that British-American Tobacco Company, Limited, and The Imperial

the power and authority duly conferred on it by law, does hereby order, adjudge and decree as follows, to wit:

1. That the petition be dismissed as to the following defendants, namely: Aetna Powder Company, Miami Powder Company, American Powder Mills, Equitable Powder Manufacturing Company, Austin Powder Company, King Powder Company, Anthony Powder Company, Limited, American E. C. & Schultze Gunpowder Company, Peyton Chemical Company, Henry A. du Pont, Henry F. Baldwin, California Powder Works, Conemaugh Powder Company, Metropolitan Powder Company, and E. I. du Pont Company of August 1, 1903.

2. That the remaining twenty-eight defendants, namely, Hazard Powder Company, Laffin & Rand Powder Company, Eastern Dynamite Company, Fairmont Powder Company, International Smokeless Powder & Chemical Company, Judson Dynamite & Powder Company, Delaware Securities Company, Delaware Investment Company, California Investment Company, E. I. du Pont de Nemours & Company of Pennsylvania, du Pont International Powder Company, E. I. du Pont de Nemours Powder Company, E. I. du Pont de Nemours & Company, Thomas Coleman du Pont, Pierre S. du Pont, Alexis I. du Pont, Alfred I. du Pont, Eugene du Pont, Eugene E. du Pont, Henry F. du Pont, Irene du Pont, Francis I. du Pont, Victor du Pont, Jr., Jonathan A. Haskell, Arthur J. Moxham, Hamilton M. Barksdale, Edmond G. Buckner, and Frank L. Connable, are maintaining a combination in restraint of interstate commerce in powder and other explosives in violation of section 1 of the act entitled "An act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, that they have attempted to monopolize and have monopolized a part of such commerce in violation of section 2 of that act, that they shall be enjoined from continuing said combination, and that the combination shall be dissolved.

3. That this Court, in order to obtain such further information as shall enable it to frame a final decree which shall give effective force to its adjudication, will hear the petitioner and the defendants on the sixteenth day of October next as to the nature of the injunction which shall be

granted herein and as to any plan for dissolving said combination which shall be submitted by the petitioner and the defendants, or any of them to the end that this Court may ascertain and determine upon a plan or method for such dissolution which will not deprive the defendants of the opportunity to re-create, out of the elements now composing said combination, a new condition which shall be honestly in harmony with and not repugnant to the law.

4. That both parties have leave to take such additional proofs as they may deem proper to be used at the hearing aforesaid.

5. That, until the entry of final decree herein, said twenty-eight defendants hereinabove last named are, and each of them is, and the agents and servants of them are jointly and severally hereby enjoined from doing any acts or act which shall in anywise further extend or enlarge the field of operations or the power of the aforesaid combination.

(Signed) GEO. GRAY,

(Signed) JOS. BUFFINGTON,

(Signed) W. M. LANNING,

Circuit Judges of the Third Judicial Circuit.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF DELAWARE.

In Equity. No. 280.

UNITED STATES OF AMERICA, PETITIONER,

vs.

E. I. DU PONT DE NEMOURS & COMPANY ET AL., DEFENDANTS.

FINAL DECREE.

This cause coming on to be heard for final decree in accordance with the interlocutory decree entered herein on the twenty-first day of June, A. D. 1911, before the three Circuit Judges of the Third Judicial Circuit, in the District Court of the United States for the District of Delaware, in the presence of George W. Wickersham, Attorney-General of the United States, and James Scarlet, William A. Glasgow, Jr., and Victor N. Roadstrum, special assistants to said

Attorney-General, and Ullman & Hoag, for the defendants, the American Powder Mills, the Miami Powder Company and the Aetna Powder Company; M. B. & H. H. Johnson, for the defendant, the Austin Powder Company; Frederick Seymour, for the defendant, the Equitable Powder Manufacturing Company; David T. Marvel and David T. Watson, for the defendant, Henry A. duPont; Burton B. Tuttle, for the defendant, the King Powder Company; and John C. Spooner, James M. Townsend, George S. Graham, William S. Hilles, Frank S. Katzenbach, Jr., and William H. Button, for the remaining defendants, and this Court by said interlocutory decree having consented to hear the petitioner and the defendants herein as to the nature of the injunction which shall be granted herein and as to a plan for dissolving the combination found herein by said Court to exist, to the end that this Court may ascertain and determine upon a plan or method for such dissolution which will not deprive the defendants of the opportunity to recreate out of the elements now composing said combination a new condition which shall be honestly in harmony with and not repugnant to the law, and the Court having heard argument of counsel herein and having duly considered the matter, and it appearing to the Court that the petitioner, the United States of America, is entitled to the relief hereinafter mentioned:

It is thereupon, on this 13th day of June, A. D. 1912, ordered, adjudged and decreed as follows, to wit:

1. That the petition be dismissed as to the following defendants, namely: Aetna Powder Company, Miami Powder Company, American Powder Mills, Equitable Powder Manufacturing Company, Austin Powder Company, King Powder Company, Anthony Powder Company, Limited, American E. C. & Schultze Gunpowder Company, Peyton Chemical Company, Henry A. duPont, Henry F. Baldwin, California Powder Works, Conemaugh Powder Company, Metropolitan Powder Company, E. I. duPont Company of August 1, 1903, and International Smokeless Powder and Chemical Company.

2. That the remaining twenty-seven defendants, namely; Hazard Powder Company, Laffin & Rand Powder Company, Eastern Dynamite Company, Fairmont Powder Company, Judson Dynamite & Powder Company, Delaware Securities

Company, Delaware Investment Company, California Investment Company, E. I. duPont de Nemours & Company of Pennsylvania, duPont International Powder Company, E. I. duPont de Nemours Powder Company, E. I. duPont de Nemours & Company, Thomas Coleman duPont, Pierre S. duPont, Alexis I. duPont, Alfred I. duPont, Eugene duPont, Eugene E. duPont, Henry F. duPont, Irene duPont, Francis I. duPont, Victor duPont, Jr., Jonathan A. Haskell, Arthur J. Moxham, Hamilton M. Barksdale, Elmund G. Buckner and Frank L. Connable, are maintaining a combination in restraint of interstate commerce in powder and other explosives in violation of Section 1, of an Act entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," approved July 2, 1890, and have attempted to monopolize and have monopolized a part of such commerce in violation of Section 2 of said Act.

Wherefore, It is further ordered, adjudged and decreed that the twenty-seven (27) defendants above mentioned, and each of them be enjoined from continuing said combination and monopoly, and that said combination and monopoly be dissolved.

3. That the petitioner having availed itself of the permission granted in said interlocutory decree and having presented a certain plan for the dissolution of said combination and the dissolution of said monopoly, so far as the present situation of the parties and the properties involved will permit, to which plan the said twenty-seven (27) defendants do not object, which said plan is as follows:

First: Dissolve the defendant corporation E. I. duPont de Nemours & Company (1902, Delaware corporation) and distribute its property among its stockholders.

Second: Dissolve the defendant corporation Hazard Powder Company and distribute its property among its stockholders.

Third: Dissolve the defendant corporation Delaware Securities Company and distribute its property among its stockholders.

Fourth: Dissolve the defendant corporation Delaware Investment Company and distribute its property among its stockholders.

Fifth: Dissolve the defendant corporation Eastern Dynamite Company and distribute its property among its stockholders.

Sixth: Dissolve the defendant corporations California Investment Company and Judson Dynamite and Powder Company and distribute their property among their stockholders.

Seventh: Organize two corporations in addition to E. I. duPont de Nemours Powder Company (1908, New Jersey corporation) which shall be capitalized as hereinafter provided, or reorganize the Laffin and Rand Powder Company and the Eastern Dynamite Company, or either of them, to be used instead of one or both of said two corporations, and in case the said Eastern Dynamite Company is so selected, then it need not be dissolved as hereinbefore provided. In case the Laffin and Rand Powder Company is not used under this paragraph dissolve said company and distribute its property among its stockholders.

To the first of said corporations transfer the following plants:

For the manufacture of dynamite:

Plant at Kenville, New Jersey.

Plant at Marquette, Michigan.

Plant at Pinole, California.

For the manufacture of black blasting powder:

Plant at Rosendale, New York.

Two (2) plants at Ringtown, Pennsylvania.

Plant at Youngstown, Ohio.

Plant at Pleasant Prairie, Wisconsin.

Plant at Turck, Kansas.

Plant at Santa Cruz, California.

For the manufacture of black sporting powder:

Plant at Hazardville, Connecticut.

Plant at Schaghticoke, New York.

To the second of said corporations transfer the following plants:

For the manufacture of dynamite:

Plant at Hopatcong, New Jersey.

Plant at Senter, Michigan.

Plant at Atlas, Missouri.

Plant at Vigorit, California.

For the manufacture of black blasting powder:

- Plant at Riker, Pennsylvania.
- Plant at Shenandoah, Pennsylvania.
- Plant at Ooltewah, Tennessee.
- Plant at Belleville, Illinois.
- Plant at Pittsburg, Kansas.

And permit the said defendant E. I. duPont de Nemours Powder Company to retain the following plants:

For the manufacture of dynamite:

- Plant at Ashburn, Missouri.
- Plant at Barksdale, Wisconsin.
- Plant at duPont, Washington.
- Plant at Emporium, Pennsylvania.
- Plant at Hartford City, Indiana.
- Plant at Louviers, Colorado.
- Plant at Gibbstown, New Jersey.
- Plant at Lewisburg, Alabama.

For the manufacture of black blasting powder:

- Plant at Augusta, Colorado.
- Plant at Connable, Alabama.
- Plant at Oliphant Furnace, Pennsylvania.
- Plant at Mooar, Iowa.
- Plant at Nemours, West Virginia.
- Plant at Patterson, Oklahoma.
- Plant at Wilpen, Minnesota.

For the manufacture of black sporting powder:

- Plant at Brandywine, Delaware.
- Plant at Wayne, New Jersey.

For the manufacture of smokeless sporting powder:

- Plant at Carney's Point, New Jersey.
- Plant at Haskell, New Jersey.

For the manufacture of Government smokeless powder:

- Plant at Carney's Point, New Jersey.
- Plant at Haskell, New Jersey.

Eighth: Transfer to or furnish the first of said two corporations with a plant for the manufacture of smokeless sporting powder and the brands now or heretofore owned by the Laffin and Rand Powder Company. Such plant to be located at Kenville, New Jersey, or some other suitable

Eastern point, and to be of a capacity sufficient to manufacture 950,000 pounds per annum of smokeless sporting powder of the brands to be assigned to the first of said corporations.

Ninth: Furnish said two corporations respectively with sufficient working capital and the necessary cash and facilities to enable them to efficiently carry on the business which will attend the properties so to be transferred to them.

Tenth: Transfer said properties to said two corporations respectively upon a valuation thereof based on the last inventory of said properties, to include a fair valuation for brands and good will, and issue to said E. I. duPont de Nemours Powder Company in payment therefor securities of said two corporations respectively at par value as follows: Fifty per cent. (50%) of said purchase price in bonds not secured by mortgage which shall bear interest at the rate of six per cent. (6%) per annum, payable if earned by the company during said year, or to the extent thereof earned, but not otherwise; nor cumulative; payable not less than ten years from date; the form of said bonds to be approved by the Attorney-General or the Court, which bonds shall be subject to call at one hundred and two (102); and the other fifty per cent. (50%) of said purchase price in the stock of said two corporations respectively, which for the time being shall be their entire stock issues. Upon the receipt of said stock and bonds by E. I. duPont de Nemours Powder Company, distribute the said stock and one-half of said bonds or the proceeds of the sale of said bonds among the stockholders of E. I. duPont de Nemours Powder Company. In the organization or reorganization of said two corporations to which said properties are to be transferred, provide two issues of stock in said two corporations respectively, one of which shall have voting power and the other of which shall have no voting power. So distribute said stocks among the stockholders of E. I. duPont de Nemours Powder Company that any amounts thereof which upon said distribution shall go to any one of the twenty-seven defendants hereinbefore mentioned shall consist one-half of said stock with voting power and one-half of said stock without voting power, and provide that upon the transfer through death or by will from any one of said twenty-seven defend-

ants of any stock which has no voting power, to some person or persons other than one of said twenty-seven defendants herein, or upon the sale by any one of said twenty-seven defendants of any stock which has no voting power, to some person or persons other than one of said twenty-seven defendants herein, or their respective wives or children, said stock so sold or transferred may be exchanged for stock with voting power.

Eleventh: Transfer to said two corporations, respectively, so far as practicable, a fair proportion of the business in explosives now controlled by E. I. duPont de Nemours Powder Company under time contracts.

Twelfth: During a period of at least five years furnish each of said two corporations respectively, under such arrangements as may be reasonable, such information from the records of the Trade Bureau maintained by E. I. duPont de Nemours Powder Company as may be desired.

Thirteenth: During a period of at least five years furnish to each of said two corporations such facilities, information and use of organization, as E. I. duPont de Nemours Powder Company may operate or possess in reference to purchase of materials, experimentation, development of the art and scientific research, as said two corporations may desire from time to time, in the interests of their business, and upon some reasonable terms as to the cost thereof to said two corporations.

And said plan having been duly considered by the Court, it is ordered, adjudged and decreed that the said defendants are respectively directed to proceed forthwith to carry said plan into effect, and it is further

Ordered, adjudged and decreed, that if said defendants shall not have carried said plan into operation and effected the same on or before the fifteenth day of December, 1912, then and in that event an injunction shall issue out of this Court restraining the said defendants in paragraph two of this decree mentioned and each of them, and their agents and servants from thereafter in any manner whatsoever placing the products of any of the factories owned by said defendants or said combination into the channels of interstate commerce, or such other relief shall be granted by the appointment of a receiver or otherwise as this Court may determine.

4. That should the defendants find it impossible to perfect the details of said plan on or before the said fifteenth day of December, 1912, they may have leave to apply to the Court for further time to carry out said plan.

5. That until said plan is carried into operation and effect, the said twenty-seven defendants hereinbefore named in paragraph two of this decree, are, and each of them is, and the agents and servants of them are jointly and severally hereby enjoined from doing any acts or act which shall in any wise further extend or enlarge the field of operations, or the power of the aforesaid combination.

It is further ordered, adjudged and decreed that the said twenty-seven (27) defendants, their stock-holders, officers, directors, servants, agents and employees be and they are hereby severally enjoined and restrained as follows:

From continuing or carrying into further effect after said fifteenth day of December, 1912, the combination adjudged illegal in this suit, and from entering into or forming among themselves or with others any like combination or conspiracy, by any method or device whatsoever, the effect of which is or will be to restrain interstate commerce in explosives or to renew the unlawful monopoly of such commerce obtained and possessed by the defendants as adjudged herein, in violation of "An Act to protect trade and commerce against unlawful Restraints and Monopolies," approved July 2, 1890, and especially:

1. By causing the conveyance of the factories, plants, brands or business of either of said two new corporations to the other corporation or to E. I. duPont de Nemours Powder Company or vice versa after the segregation of the properties among said corporations shall have taken place as herein provided; by placing the stocks of either of said corporations in the hands of voting trustees or controlling the voting power of such stocks by any device;

2. By making any express or implied agreement or arrangement with one another or with others relative to the control or management of either of said corporations, or the price or terms of purchase, or of sale of explosives or relative to the purchase, sale, manufacture, or transportation of explosives which will have the effect of restraining interstate commerce; or by making any agreement or arrange-

ment of any kind between said corporations under which trade or business is apportioned between said corporations in respect either to customers or localities.

3. By offering or causing to be offered or making or causing to be made more favorable prices or terms of sale for the products manufactured by them or either of them to the customers of any rival manufacturer or manufacturers than they at the same time offer to make to their established trade, where the purpose is to unfairly cripple or drive out of business such rival manufacturer or manufacturers or otherwise unlawfully to restrain the trade and commerce of the United States in any of said products; provided, that no defendant is enjoined or restrained from making any price or prices in the sale of said products, or any thereof, to meet or to compete with prices made by any other defendant, or by any rival manufacturer; and provided, further, that nothing in this decree shall be taken in any respect to enjoin or restrain fair, free and open competition.

4. By either of said corporations retaining or employing the same clerical force or organization, or keeping the same office or offices as any other of said corporations.

5. By either of said corporations doing business directly or indirectly under any other than its own corporate name or the name of a subsidiary corporation controlled by it; provided, however, that, in case of a subsidiary corporation, the controlling corporation shall cause the products of such subsidiary corporation which are sold in the United States and bear the name of the manufacturer to bear also a statement indicating the fact of such control.

It is further ordered, adjudged and decreed that said defendants cancel and annul:

a. Agreement of October 2, 1902, between William Barclay Parsons, of the City of New York, and the Delaware Securities Company. Petitioner's Record, Exhibits, Volume 4, page 1984.

b. Agreement of October 6, 1902, between H. deB. Parsons, of the City of New York, and the Delaware Securities Company. Petitioner's Record, Exhibits, Volume 4, page 1986.

c. Agreement of the second day of October, 1902, between Schuyler L. Parsons, of the City of New York, and the

Delaware Securities Company. Petitioner's Record, Exhibits, Volume 4, page 1988.

d. A like and identical agreement made about the same date between J. A. Haskell and the Delaware Securities Company, described in Petitioner's Testimony, Volume 2, page 1012.

It is further ordered, adjudged and decreed that during a period of five years from the date hereof each of said corporations, the E. I. duPont de Nemours Powder Company and said other two corporations, their stockholders, officers, directors, agents, servants and employees, be hereby enjoined and restrained as follows:

1. None of said corporations shall have any officer or director who is also an officer or director in any other of said corporations.

2. None of said corporations shall employ the same agent or agents for the sale in interstate commerce of explosives which might be sold in competition with each other; provided that any one of said corporations may sell its products on commission through a merchant or dealer who is similarly employed by either or both of said other corporations.

3. None of said corporations shall directly or indirectly acquire any stock in another of said corporations or purchase or acquire any of the factories, plants, brands or business of such other corporation.

It is further ordered, adjudged and decreed that each and all of the individual defendants by this decree adjudged to be engaged in said combination, while holding stock in said two corporations and E. I. duPont de Nemours Powder Company or any two thereof, be enjoined and restrained from at any time within three years from the date hereof acquiring, owning or holding, directly or indirectly, any stock or any legal or equitable interest in any stock in either of said two corporations to which said properties shall be transferred, in excess of the amount to which he may be entitled under the provisions of the plan herein mentioned when the same shall have been carried out as proposed; provided, however, that any of said individual defendants may notwithstanding this prohibition acquire from any other or others of said defendants, or in case of death, from their

estates, any of the stock held by such other defendant or defendants in said corporations and may acquire their proportions of any increase of stock.

It is further ordered, adjudged and decreed that any new company or companies organized for the purpose of taking property under the provisions of this decree or otherwise, necessary to the carrying out of this plan, shall, after their formation and by appropriate proceedings, be made parties to this cause, and subject to the provisions of this decree and bound by the injunctions herein granted.

It is further ordered, adjudged and decreed that any party hereto may make application to this Court for such orders and directions as may be necessary or proper in relation to the carrying out of such plan and the provisions of this decree.

It is further ordered, adjudged and decreed that the twenty-seven (27) defendants hereinabove mentioned, do pay to the United States Government its cost in this cause.

It is further ordered, adjudged and decreed that jurisdiction of this cause is retained by this Court, for the purpose of making such other and further orders and decrees as may become necessary for carrying out the plan herein set forth.

It is further ordered, adjudged and decreed that after the plan hereinabove mentioned shall have been carried into effect a report shall be made to this Court for its approval, setting out the manner in which said plan shall have been carried out.

GEO. GRAY,
JOS. BUFFINGTON,
JOHN B. McPHERSON,
Circuit Judges.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF DELAWARE.

In Equity. No. 280.

UNITED STATES OF AMERICA, PETITIONER,

vs.

E. I. DU PONT DE NEMOURS & COMPANY AND OTHERS,
DEFENDANTS.

DECREE.

And now, to wit, February 18, 1913, the above cause having come on to be heard, petitioner being represented by

William A. Glasgow, jr., Esquire, for himself and the Attorney General of the United States, and the defendants by George S. Graham and J. P. Laffey, Esquires, and it appearing that the defendants have made a report and also filed a first and second supplemental report setting out the manner in which the plan for dissolution provided for in the third section of the final decree of this court made on the 13th day of June, A. D. 1912, has been carried out, and it further appearing that counsel for the United States, while not consenting, does not object to the capitalization of the Hercules Powder Company and the Atlas Powder Company (the two new companies provided for in the plan of dissolution) set forth in said reports; and it further being shown to the court that the Hercules Powder Company has appeared and become a party to this cause, and T. D. Finletter, Esq., has filed his appearance for the said company, and that the Atlas Powder Company has also appeared and become a party to this cause, and Samuel M. Clement, jr., has filed his appearance for the said company:

Now, therefore, it is ordered, adjudged and decreed that the provisions of the decree of June 13, 1912, and the injunctions contained in said decree, be and the same are hereby extended to and made binding upon the said two new companies, which have been organized in conformity with the requirements of the plan of dissolution.

And it is further ordered, adjudged and decreed that the report and the first and second supplemental reports filed by defendants, setting forth the manner in which the plan of dissolution, ordered to be carried out in the final decree, has been complied with and made effective, are hereby approved.

It is further ordered, adjudged, and decreed that jurisdiction of this cause is retained by this court, for the purpose of making such other and further orders and decrees as may become necessary.

Entered by court February 18th, 1913.

UNITED STATES v. UNION PACIFIC R. CO.

188 Fed. 102; 226 U. S. 61; 226 U. S. 470.

**IN THE UNITED STATES CIRCUIT COURT FOR THE DISTRICT
OF UTAH.**

April Term, A. D. 1911. No. 993. In Equity.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.

**THE UNION PACIFIC RAILROAD COMPANY, THE OREGON SHORT
LINE RAILROAD COMPANY, THE OREGON RAILROAD & NAVI-
GATION COMPANY, THE SAN PEDRO, LOS ANGELES & SALT
LAKE RAILROAD COMPANY, THE ATCHISON, TOPEKA &
SANTA FE RAILWAY COMPANY, THE SOUTHERN PACIFIC
COMPANY, NORTHERN PACIFIC RAILWAY COMPANY, GREAT
NORTHERN RAILWAY COMPANY, FARMERS' LOAN & TRUST
COMPANY, EDWARD H. HARRIMAN, JACOB H. SCHIFF, OTTO
H. KAHN, JAMES STILLMAN, HENRY H. ROGERS, HENRY C.
FRICK AND WILLIAM A. CLARK, DEFENDANTS.**

This cause came on to be further heard at this term and was argued by counsel; and thereupon upon consideration thereof, it was ordered, adjudged and decreed that the bill be and the same is hereby dismissed.

**WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,**

Judges.

Filed June 24, 1911. Jerrold R. Letcher, clerk. By Margaret B. Connell, deputy.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF UTAH.

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

THE UNION PACIFIC RAILROAD COMPANY; THE OREGON SHORT
LINE RAILROAD COMPANY; THE OREGON RAILROAD & NAVI-
GATION COMPANY; THE SAN PEDRO, LOS ANGELES & SALT
LAKE RAILROAD COMPANY; THE ATCHISON, TOPEKA &
SANTA FE RAILWAY COMPANY; THE SOUTHERN PACIFIC
COMPANY; NORTHERN PACIFIC RAILWAY COMPANY; GREAT
NORTHERN RAILWAY COMPANY; THE FARMERS' LOAN &
TRUST COMPANY; JACOB H. SCHIFF; OTTO H. KAHN;
JAMES STILLMAN; HENRY C. FRICK; WILLIAM A. CLARK
AND ROBERT S. LOVETT, AS TRUSTEE, DEFENDANTS.

DECREE.

The above-entitled cause having come on for hearing before this Court, and having been determined adversely to the complainant, and the said cause having been appealed to the Supreme Court of the United States, by which court the decree of this Court dismissing the said bill of complaint was in part reversed, and a mandate from the Supreme Court in proper form containing directions as to the decree to be entered herein having been filed here on the 12th day of February, 1913.

Now, therefore, this cause came on to be further heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, viz:

SECTION 1. That the final decree entered herein on June 24, 1911, dismissing the bill be set aside so far as the same was reversed by the Supreme Court.

SEC. 2. That prior to the year 1901, and ever since said date, the defendant Union Pacific Railroad Company, has controlled, by the ownership of substantially all the stock thereof, the defendant Oregon Short Line Railroad Company; and that the defendant Oregon Short Line Railroad Company, by the ownership of substantially all the stock thereof, has controlled the defendant Oregon Railroad &

Navigation Company, which latter company has controlled, and still does, through the ownership of all the stock thereof, control the Portland & Asiatic Steamship Company; and that in the year 1901, and for several years prior thereto, said Oregon Railroad & Navigation Company had been the owner and engaged in the operation of a line of steamships between Portland, Oregon, and San Francisco, California, that it continued in the operation of the same until about the year 1904, when a corporation was organized, of which said Oregon Railroad & Navigation Company then was and still is the sole stockholder, known as the San Francisco and Portland Steamship Company, which took over the said line of ships between San Francisco and Portland, and has since been operating the same in connection with the rail lines of said Oregon Railroad & Navigation Company; and that the lines of railway and steamships of said corporations were, prior to 1901, and ever since have been, controlled and managed in all respects by the defendant Union Pacific Railroad Company; and that prior to the year 1901, and continuously since that date, the said defendant Union Pacific Railroad Company and its said subsidiary corporations, owned, controlled, and managed by it, have owned and have been engaged in the operation of a system of railroad and steamship lines.

SEC. 3. That the defendant Southern Pacific Company controls, by direct ownership, stock ownership, and lease a system of rail and steamship lines, and also by the ownership of a majority of its stock has, during all of said time, controlled the Pacific Mail Steamship Company, which is engaged in transportation business between the port of San Francisco and various ports in China and Japan, which ports in China and Japan were also served by said Portland and Asiatic Steamship Company.

SEC. 4. That the Central Pacific Railroad Company was organized under the laws of California, and constructed a line of railroad from Sacramento, California, to Ogden, Utah;

That the Western Pacific Railroad Company was organized under the laws of California, and constructed a line of railroad from San Francisco to Sacramento, California, and

that these two latter corporations were afterwards consolidated into and became the Central Pacific Railroad Company, which was for many years engaged in the operation of said line of railroad from San Francisco to Ogden, at which point it connected with the main line of said Union Pacific Railroad Company;

That the said Southern Pacific Company was and is also the owner of all the capital stock of the Central Pacific Railway Company, a corporation organized and existing under the laws of Utah, which succeeded to the ownership of the line of railway from Ogden to San Francisco, theretofore owned by the Central Pacific Railroad Company, hereinbefore particularly described; and by virtue of such ownership of all said capital stock said Southern Pacific Company in all respects controls the operation and management of the affairs and business of said Central Pacific Railway Company. That the railways and properties formerly belonging to the said Central Pacific Railroad Company were, by indenture and agreement dated July 28, 1899, conveyed to the said Central Pacific Railway Company.

That prior thereto and on or about the 17th day of February, 1885, the said Central Pacific Railroad Company leased to the said Southern Pacific Company, all of its railroad and properties for a period of ninety-nine years, which lease was thereafter modified by agreements between the parties dated the first day of January, 1888, and the 7th day of December, 1893, dated respectively, and the 22d day of March, 1894, and that the railroads of the said Central Pacific Railroad and said Central Pacific Railway were controlled and operated by the said Southern Pacific Company, and thereafter, and in or about the month of March, 1901, said Southern Pacific Company passed under the control of the Union Pacific Railroad Company as hereinbefore specified.

SEC. 5. That prior to the year 1901, the said systems of rail and steamship lines of the defendant Union Pacific Railroad Company and the defendant Southern Pacific Company, and different portions of the same were, and but for the suppression of competition hereinafter mentioned would still be, active competitors for the transportation of large quantities of freight and passengers between the Atlan-

tic seaboard and the Pacific coast, and between various other points. That the railroad and steamship lines of said Union Pacific Railroad Company's system and said Southern Pacific Company's system are natural competitors.

SEC. 6. That in the spring of 1901 the said defendants, Jacob H. Schiff, Otto H. Kahn and James Stillman, together with one Edward H. Harriman, who was originally a defendant in this cause, but who has died during the pendency thereof, for the purpose of enabling the Union Pacific Railroad Company to acquire control of the railroad system of the Southern Pacific Company and thereby to form the combination herein described, caused to be acquired for transfer to the Union Pacific Railroad Company, and said Company thereupon, in consummation of said plan acquired 750,000 shares of the stock of said Southern Pacific Company of the par value of \$75,000,000 out of a total issue of 1,978,477 shares of the aggregate par value of \$197,847,788 then issued and outstanding (said shares being delivered to said defendant Union Pacific Railroad Company on or about March 4, 1901), so that the same might be held in the treasury of said company and voted by it for the purpose and with the intention of controlling the election of the board of directors and officers of the said Southern Pacific Company and eliminating the competition that had theretofore existed between said Union Pacific system and said Southern Pacific system.

That the said shares of stock were afterwards transferred to the Oregon Short Line Railroad Company, to be held for the use and benefit of said Union Pacific Railroad Company. That thereafter for the purpose of strengthening and completing said combination the Union Pacific Railroad Company acquired, from time to time, additional shares of the capital stock of the Southern Pacific Company, and turned the same over to the Oregon Short Line Railroad Company to be held for the use and benefit of the Union Pacific Railroad Company, until the Oregon Short Line Railroad Company had acquired and now owns and holds 1,266,500 shares of the capital stock of said Southern Pacific Company, out of a total of 2,726,724 shares issued and outstanding, or about 46% thereof.

That at each end every annual meeting of the stockholders of the Southern Pacific Company for the election of directors

since said 750,000 shares of stock were so acquired, the stock so held by said Union Pacific Railroad Company and said Oregon Short Line Railroad Company has constituted a majority of the shares represented at such meetings, and the directors of said Southern Pacific Company have been chosen by the vote of such stock;

That the balance of the stock of said Southern Pacific Company is scattered among a large number of stockholders, and that by reason of the fact that such stock is so scattered the full amount of the same is not, and never has been voted at any meeting, for which reason the said stock of the Southern Pacific Company so controlled by said Oregon Short Line Railroad Company has constituted a majority of the stock of said Southern Pacific Company at the meetings of the stockholders thereof, and by reason of said stock ownership the said Union Pacific Railroad Company and its said subsidiary corporation have controlled said Southern Pacific Company; and in the case of a large corporation of the character of the Southern Pacific Company a compact, united ownership of 46% of the stock is ample to control the operations of the corporation.

That since April 8, 1901, members of the board of directors of the Union Pacific Railroad Company have constituted a majority of the board of directors of said Southern Pacific Company.

That for several years last past the Union Pacific Railroad Company and its subsidiary lines and said Southern Pacific Company have had common traffic officials, operating officials, purchasing agents, and commercial agents, and the said lines of railway and steamships of said respective systems have been and are operated as a single system, and the competition that formerly existed between the said two railway systems with their steamships, has been destroyed, and the interstate and foreign commerce which was formerly the subject of competition between said two systems has been in the hands and under the control of said Union Pacific Railroad Company and its subsidiary corporations and their officials.

SEC. 7. That the stocks of the Southern Pacific Company were acquired and are held by the Oregon Short Line Railroad Company by virtue of an unlawful combination to

restrain trade and commerce, and eliminate the competition herein described.

SEC. 8. That the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company, acting directly or through their respective officers, boards of directors, executive committees, agents, servants, or through any other person, firm or corporation, acting for or in the interest of said companies, are hereby perpetually enjoined from purchasing, acquiring, receiving, holding, voting, whether by proxy or otherwise, or in any manner acting as the owner of any of the shares of the capital stock of the Southern Pacific Company.

SEC. 9. That the defendant Southern Pacific Company, its officers, directors, servants, and agents, and all persons acting by, through, or under it, be, and they are hereby respectively and collectively enjoined from permitting the stock aforesaid to be voted by the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, or in their behalf by their attorneys or agents or the attorneys or agents of either of them, at any meeting of the stockholders of said railway company; and said Southern Pacific Company, together with its officers, directors, servants, and agents, are likewise enjoined and respectively restrained from paying any dividends to said Union Pacific Railroad Company or the Oregon Short Line Railroad Company, or to any person for them or either of them on account of stock in said Southern Pacific Company which the said Oregon Short Line Railroad Company now claims to own and hold, and from paying any dividends on said stock while thus held, except to a receiver to be appointed by this court to collect and hold such dividends until disposed of by the decree of this court; and said Southern Pacific Company, its officers, directors, servants, and agents, are further enjoined from permitting or suffering the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, or any of its officers or agents, from exercising any control whatsoever over the corporate acts of said Southern Pacific Company.

SEC. 10. That the defendants Union Pacific Railroad Company, Oregon Short Line Railroad Company, Oregon Railroad and Navigation Company and Southern Pacific Com-

pany, together with the officers, directors, agents, servants, employees, and all persons and corporations acting by, through, or under the corporations named in this section, are enjoined and prohibited from continuing or carrying into further effect the combination hereby adjudged illegal, either:

(a) By the use of any written evidences of a stock interest in the said Southern Pacific Company, Union Pacific Railroad Company, Oregon Short Line Railroad Company, Oregon Railroad and Navigation Company, or either of them, or by causing the conveyance of the physical property and business of the Southern Pacific Company, on the one hand, to the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, the Oregon Railroad and Navigation Company, or either of them, upon the other hand; or by causing the conveyance of the physical property and business of the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, the Oregon Railroad and Navigation Company, or either of them, upon the one hand, to the Southern Pacific Company, upon the other hand; or by placing the control of the Southern Pacific Company, on the one hand, and of the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, and the Oregon Railroad and Navigation Company, upon the other hand, in a trustee or group of trustees; or by causing the stock in said Southern Pacific Company to be held by any person for the benefit of the said Union Pacific Railroad Company, the said Oregon Short Line Railroad Company, or any person acting in their interest, or in the interest of either of them: or

(b) By making any express or implied agreement or arrangement together, or one with another, like that hereby adjudged illegal, relative to the control or management of said Southern Pacific Company by the said Union Pacific Railroad Company, Oregon Short Line Railroad Company, or any person acting in their interest, or from causing said companies to agree as to the rates of transportation of competitive traffic, or after the first day of May, 1913, from continuing any union of management of any sort or description, either as to operation, rates or otherwise, between the said Southern Pacific Company, on the one hand, and the said

Union Pacific Railroad Company, Oregon Short Line Railroad Company and Oregon Railroad and Navigation Company, on the other hand, and, after said date from electing, permitting to be elected or continuing the same person or persons as a director or officer of both the Southern Pacific Company, or any of its subsidiary companies, on the one hand, and the Union Pacific Railroad Company, the Oregon Short Line Railroad Company and the Oregon Railroad and Navigation Company, or any of the subsidiaries of said companies, on the other hand, or by maintaining common agencies for the solicitation of traffic; but nothing herein contained shall be construed as prohibiting said railroad companies from entering into agreements for the joint carriage of through traffic, including the making of through rates, and the running of through cars or trains, as well as the granting of running rights by the one company to the other, and the making of other operating and traffic arrangements, such as can legally be made between connecting, independent railroad corporations operating under separate managements.

And the defendant corporations, their respective officers, directors, agents, servants and employees, and the individual defendants, Jacob H. Schiff, Otto H. Kahn, and James Stillman, are enjoined and prohibited from entering into any like combination to that above described, the effect of which is or may be to restrain commerce among the states or with foreign nations in violation of the act of July 2, 1890, by any of the means aforesaid.

SEC. 11. And said defendant Oregon Short Line Railroad Company is hereby further enjoined from selling, assigning, transferring, mortgaging or pledging any of the said stock of the Southern Pacific Company, or any certificate of interest in the stock of the last-named company, to any person or corporation except as may be authorized by this court.

And the defendant Southern Pacific Company, its officers, directors, agents, and servants, and each and every one of them, are enjoined from recognizing as valid any transfer, mortgage, pledge or assignment by said Oregon Short Line Railroad Company, of the said shares of stock of said

Southern Pacific Company, unless the same shall be authorized by this court.

SEC. 12. That nothing in this decree contained shall be considered as preventing the Government, or any party to this suit, from presenting to this Court, plans for the acquisition or control by the Union Pacific Railroad Company of the Central Pacific Railway Company, or of its line of railroad, so far and to such extent as shall be approved by this Court. Any such plan or plans shall be filed with the Clerk of this Court within three months from the 12th day of February, 1913.

SEC. 13. The complainant herein is hereby granted leave at any time, by motion or by supplemental or amended bill, or petition, as it may be advised, to make and bring in any additional parties, and the Clerk of this Court is directed to issue all the necessary and appropriate process to that end.

SEC. 14. That as directed by the said Supreme Court of the United States, the said defendants may present to this court plans for the disposition of the stock of said Southern Pacific Company, so held by said Oregon Short Line Railroad Company, within three months from the 12th day of February, 1913, the date of the filing of the mandate in this court; and the court, upon the presentation of such plans will hear the complainant and defendants and will bring in any additional parties whose presence may be found necessary to a final disposition of the stock in conformity with the decision of the Supreme Court. In the event that defendants shall fail to present such plans within said time, or upon the rejection by the court of the plans submitted within such time, this court will take such steps relative to a disposition of such stock as may be necessary to carry out the provisions of this decree, jurisdiction of the cause being retained for that purpose.

SEC. 15. The bill of complaint is hereby dismissed as to the defendants, the San Pedro, Los Angeles and Salt Lake Railroad Company; the Atchison, Topeka and Santa Fe Railway Company; Northern Pacific Railway Company; Great Northern Railway Company; The Farmers' Loan and Trust Company; Henry C. Frick, William A. Clark, and Robert S. Lovett, as trustees.

SEC. 16. That the complainant, United States of America, have and recover from the defendants, the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, the Oregon Railroad and Navigation Company, Jacob H. Schiff, Otto H. Kahn and James Stillman, its costs and disbursements to be taxed by the court.

WALTER H. SANBORN,

W. C. HOOK,

WALTER I. SMITH,

United States Circuit Judges.

Dated February 12, 1913.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF UTAH.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE UNION PACIFIC RAILROAD COMPANY; THE OREGON SHORT LINE RAILROAD COMPANY; THE OREGON RAILROAD & NAVIGATION COMPANY; THE SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY; THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY; THE SOUTHERN PACIFIC COMPANY; NORTHERN PACIFIC RAILWAY COMPANY; GREAT NORTHERN RAILWAY COMPANY; FARMERS' LOAN & TRUST COMPANY; JACOB H. SCHIFF; OTTO H. KAHN; JAMES STILLMAN; HENRY C. FRICK; WILLIAM A. CLARK; ROBERT S. LOVETT, AS TRUSTEE; CENTRAL PACIFIC RAILWAY COMPANY AND SOUTHERN PACIFIC RAILROAD COMPANY, DEFENDANTS.

FINAL DECREE.

Whereas the above cause was determined by a decree of this court entered June 24, 1911, dismissing the bill, from which complainant appealed to the Supreme Court of the United States, which, in an opinion delivered December 2, 1912, reversed the decree of this court and issued its mandate filed herein February 12, 1913, remanding the cause with instructions to enter a decree and for further proceedings in conformity with its opinion, which opinion directed, among other things, that disposition of the shares of capital stock of the defendant Southern Pacific Company found to have been unlawfully acquired by the defendant Oregon

Short Line Railroad Company in the interest of the defendant Union Pacific Railroad Company—

shall be made subject to the approval and decree of the District Court, and any plan for the disposition of this stock must be such as to effectually dissolve the unlawful combination thus created;

and further that—

The court shall proceed, upon the presentation of any plan, to hear the Government and defendants and may bring in any additional parties whose presence may be necessary to a final disposition of the stock in conformity to the views herein expressed.

* * * * *

And any plan or plans shall be presented to the District Court within three months from the receipt of the mandate of this court, failing which, or upon the rejection by the court of plans submitted within such time, the court shall proceed by receivership and sale, if necessary, to dispose of such stock in such wise as to dissolve such unlawful combination.

And whereas thereupon, on February 12, 1913, this court entered a decree adjudging that the shares of the defendant Southern Pacific Company held by the defendant Oregon Short Line Railroad Company were acquired by virtue of an unlawful combination to restrain trade and commerce and enjoining the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company and their agents from voting or receiving dividends in respect thereof, and providing further, amongst other things, as follows:

SEC. 14. That as directed by the said Supreme Court of the United States, the said defendants may present to this court plans for the disposition of the stock of said Southern Pacific Company, so held by said Oregon Short Line Railroad Company, within three months from the 12th day of February, 1913, the date of the filing of the mandate in this court; and the court, upon the presentation of such plans, will hear the complainant and defendants and will bring in any additional parties whose presence may be found necessary to a final disposition of the stock in conformity with the decision of the Supreme Court. In the event that defendants shall fail to present such plans within said time, or upon the rejection by the court of the plans submitted within such time, this court will take such further steps relative to a disposition of such stock as may be necessary to carry out the provisions of this decree, jurisdiction of the cause being retained for that purpose.

And whereas on February 12, 1913, the defendants Union Pacific Railroad Company and Oregon Short Line Railroad

Company presented a plan for the disposition of the said shares which had been approved by the Attorney General of the United States but which was withdrawn before action thereon because of the failure of the railroad commission of the State of California to approve certain features thereof within its jurisdiction;

And whereas thereafter, with the consent of the Attorney General, the time within which to present plans was extended by the Supreme Court until July 1, 1913;

And whereas on June 5, 1913, the defendants Union Pacific Railroad Company and Oregon Short Line Railroad filed herein a petition submitting (1) a First Amended Plan, in substance providing for the disposition of said shares by a public subscription offering at prices and upon terms to be fixed by said defendants and with certain limitations upon the right of Union Pacific stockholders to subscribe; and (2) a Second Amended Plan, in substance providing for the transfer of said shares to a trustee and for the offering of the trustee's non-voting certificates of interest therein, upon terms fixed by said defendants, to Union Pacific stockholders or their assignees for subscription, which certificates of interest should be exchangeable for Southern Pacific shares upon affidavit that the applicant for such exchange owned no Union Pacific Railroad Company stock;

And whereas on June 12, 1913, the said defendants filed a petition supplementing their First Amended Plan and Second Amended Plan aforesaid by a proposal to sell to the Pennsylvania Railroad Company 382,924 shares of the Southern Pacific Company in exchange for 425,472 shares of The Baltimore and Ohio Railroad Company;

And whereas, by petition filed herein June 30, 1913, the said defendants withdrew all of the plans recited in the petitions then pending before the court and submitted their third amended plan;

And whereas complainant has filed an answer to said petition submitting said third amended plan;

Now, therefore, it is ordered, adjudged, and decreed:

SECTION 1. Said third amended plan is hereby approved in so far, and only so far, as its provisions are embodied in this decree.

SECTION 2. The defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company having asked permission to sell to the Pennsylvania Railroad Company 382,924 of the said shares of the capital stock of the defendant Southern Pacific Company, of the par value of \$38,292,400, and to accept in exchange 425,472 shares (half preferred and half common) of the capital stock of The Baltimore and Ohio Railroad Company, of the par value of \$42,547,200 (being all the stock of said company owned or controlled by the Pennsylvania Railroad Company or any of its subsidiaries), and it appearing that such sale or exchange would be a substantial step toward the effectual dissolution of the particular combination now before the court, it is hereby approved and leave is granted to effect the same: *Provided, however,* That neither such approval and leave nor anything contained in this decree shall ever be taken or construed as affecting the obligations, powers, rights, or duties under present or future laws of any person or corporation not a party to this cause, nor be taken or construed as an adjudication that any defendant herein has the right to acquire or hold the shares of stocks so sold or exchanged, nor as an exemption of any defendant in respect of such acquisition or holding from the operation of any law now in force or which may hereafter be enacted.

In the event of such sale immediate delivery shall be made of the said 382,924 shares of the defendant Southern Pacific Company, which is hereby directed to cause them to be transferred on its stock books to the Pennsylvania Railroad Company, upon presentation of the certificates therefor duly assigned, and thereupon to pay to the defendant Oregon Short Line Railroad Company, on demand, the dividends appertaining to said shares hereotfore declared and payable April 1 and July 1, 1913, respectively; and the transaction shall be reported to the court within 30 days from the date hereof.

SECTION 3. The Central Trust Company of New York, a corporation organized and existing under the laws of the State of New York, and hereinafter called the Trustee, having declared its submission to the jurisdiction of this court for all purposes of this cause, and having entered its appearance herein by counsel, is made a party hereto; and said Central Trust Company of New York is hereby appointed

to receive and hold, as the custodian and depository of this court, subject to the provisions of this decree and to the further orders and decrees of the court herein, all shares of the capital stock of defendant Southern Pacific Company which shall be transferred to it as hereinafter provided.

SECTION 4. The shares of the defendant Southern Pacific Company held by the defendant Oregon Short Line Railroad Company remaining after the sale to the Pennsylvania Railroad Company of 382,924 shares thereof as hereinabove provided, to wit, 888,576 shares, or the entire holdings if such sale to the Pennsylvania Railroad Company shall not be consummated within 80 days from the date hereof, shall be transferred forthwith to the Trustee and registered in its name on the books of the Southern Pacific Company, and certificates therefor delivered to the Trustee.

The defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall assign or cause to be assigned to the Trustee all dividends appertaining to the shares so transferred which shall have been declared and shall be then or thereafter payable to the defendant Oregon Short Line Railroad Company, or the individuals holding in its behalf, as the registered stockholders entitled to such dividends. Such dividends, hereinafter designated as the "accumulated dividends," shall be collected by the Trustee and held and distributed upon the terms and conditions hereinafter provided.

SECTION 5. Prior to November 1, 1918, the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall offer to all stockholders of the former, common and preferred (registered as such on a date to be designated in the offer and not more than 40 days from its date) or to their assignees, the right to subscribe for certificates of interest representing the said Southern Pacific Company shares transferred to the Trustee as provided hereunder, substantially in the proportion of their respective holdings, with such allowance in fixing the distribution ratio as the above-named defendants may deem necessary for possible conversions of convertible bonds of the said Union Pacific Railroad Company. The offering shall include all accumulated dividends appertaining to said shares, and shall be at such price and upon such other terms as the defend-

ants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall determine, except as specifically herein prescribed or as otherwise directed by the court by a subsequent order or decree.

The subscription price shall be payable at the time of the subscription, or, at the option of the subscriber, \$25 per share at the time of subscription and the balance within one year thereafter, with interest on such balance at the rate of 6 per cent per annum. The subscriptions shall be filed with the Trustee.

Neither of the defendants Union Pacific Railroad Company or Oregon Short Line Railroad Company, nor any corporation controlled by either, nor any person acting in the interest of either, shall acquire by purchase or otherwise any of said certificates of interest.

The defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company may cause the sale of said certificates of interest upon such subscription offer to be underwritten, the underwriters to agree to purchase any certificates, or such an amount thereof as shall be designated in the underwriting agreement, not subscribed for pursuant to the offer.

SECTION 6. The Trustee shall execute and issue certificates of interest representing the shares transferred to it hereunder and shall deliver them at its office in the city of New York to the subscribers therefor under section 5 hereof, upon payment in full of the subscription price and compliance in all respects with the terms prescribed by the offering, or by any subscription receipt issued under section 7 hereof, to be performed by the subscribers to entitle them to receive such certificates of interest; and in like manner shall deliver such certificates of interest upon full payment therefor to any other purchasers to whom the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall be authorized by the court to sell the same. All such certificates shall be registered by the Trustee in the names of the purchasers. They shall be substantially in the form hereto annexed marked "Form A."

SECTION 7. The Trustee shall issue part-paid subscription receipts to all subscribers who shall elect to defer payment of the balance of the subscription price, upon payment of

the aforesaid initial installment thereof and due compliance in all other respects with the terms prescribed by the offering to be performed by the subscribers at the time of the subscription; and in like manner shall deliver such subscription receipts, upon payment of such initial installment of the purchase price, to any other purchasers to whom defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall be authorized by the court to sell the said certificates of interest. All such subscription receipts shall be registered by the Trustee in the names of the purchasers. They shall be substantially in the form hereto annexed marked "Form B."

SECTION 8. The certificates of interest and subscription receipts issued hereunder may be in the denominations of 1 share, 10 shares, 50 shares, 100 shares and such other denominations as the Trustee shall elect. The certificates of interest and subscription receipts shall be executed on behalf of the Trustee by such officer of the Trustee in the city of New York, or by such agent in London, England, as it shall authorize thereunto, and such certificates of interest may be countersigned by a trust company in the city of New York as registrar.

SECTION 9. The Trustee shall, if so requested by the registered owner of any subscription receipt issued hereunder and then outstanding, by application in writing presented at its office in the city of New York not less than 10 days prior to any annual or special stockholders' meeting of the Southern Pacific Company, execute and deliver to such registered owner, or to his nominee, a proxy appointing such attorneys, agents and proxies, as such registered owner shall nominate in his said application, to appear and vote at such stockholders' meeting upon the number of shares represented by said subscription receipt, for the election of directors and upon any other business transacted at such meeting: *Provided, however*, that as a condition precedent to the issue of such proxy the applicant shall file with the Trustee at its said office, on or before the tenth day preceding such meeting, an affidavit executed as hereinafter in section 11 hereof prescribed, and in one of the forms referred to in said section 11, except that said affidavit shall refer to and describe a subscription receipt (or receipts) owned by said

applicant, instead of certificates of interest, and that there shall be substituted in the form of said affidavit for the words "for the purpose of procuring the issue of shares of the capital stock of the Southern Pacific Company held by said Trustee, in exchange for said certificate (or certificates) of interest" the words "for the purpose of procuring the issue of a proxy to vote upon the shares of the capital stock of the Southern Pacific Company held by said Trustee represented by the subscription receipt (or receipts) above described": *And provided further*, that the applicant for such proxy shall at the close of business on the tenth day preceding said meeting be registered on the books of the Trustee as the owner of the subscription receipt (or receipts) upon which such application is based.

The Trustee shall not be entitled to vote or issue proxies for voting in respect of any of the said shares of defendant Southern Pacific Company except as in this section provided or as may be hereafter directed by the court.

SECTION 10. So long as any of the shares of the capital stock of the Southern Pacific Company aforesaid shall be held by the Trustee, the Trustee shall collect and receive any and all cash dividends, declared by the Southern Pacific Company, appertaining to the shares so held, which shall be payable to the Trustee, as the registered stockholder entitled to such dividends by the terms of the declarations thereof.

Upon the conversion pursuant to section 11 hereof of any certificate of interest issued hereunder into a certificate for shares of capital stock of the Southern Pacific Company held by the Trustee, the latter shall pay in cash to the owner of the certificate of interest so converted or upon his order the amount of all cash dividends collected by it, including the aforesaid accumulated dividends, appertaining to the number of shares represented by such certificate of interest, but without interest thereon, and shall execute and deliver to such owner or upon his order a dividend order or assignment for the amount of any unmatured dividends declared in respect of such shares which shall be vested at the time of such conversion in the Trustee as the registered stockholder entitled thereto. Any interest realized or al-

lowed by the Trustee upon funds paid to it as dividends shall be applicable to the payment of the compensation of the Trustee and the expenses of the administration of the trust, and any balance thereof remaining shall be paid to the defendant Oregon Short Line Railroad Company, unless otherwise ordered by the court.

All dividends payable otherwise than in cash which shall be declared by the Southern Pacific Company shall be received and held by the Trustee for the *pro rata* benefit of said registered owners, from time to time, of the certificates of interest issued hereunder and outstanding, upon the same terms and conditions as the shares originally deposited, and shall be distributed to the persons who shall be the respective owners of certificates of interest when and as, and only when and as, the shares originally deposited are distributed to them respectively, subject to any necessary adjustment by scrip or otherwise, in the discretion of the Trustee, in respect of fractional shares. All subscription or other rights offered to stockholders of the Southern Pacific Company shall be immediately assigned by the Trustee *pro rata* to said registered owners of the certificates of interest and subscription receipts issued hereunder and then outstanding, who shall be such registered owners at the date when such rights become fixed.

No deduction shall be made by the Trustee in the distribution of such dividends or increase for any commissions or expenses of the Trustee or other cost of collection or payment.

SECTION 11. At any time upon demand, at its office in the city of New York, upon surrender of any outstanding certificate of interest by the registered owner thereof or his assignee, the Trustee shall deliver to him stock certificates for the number of shares of the defendant Southern Pacific Company (of the par value of \$100 each) represented by the surrendered certificate of interest, which stock certificates shall be issued by the said Southern Pacific Company and registered on its books in the name of the new holder, upon condition, however, that the applicant for such conversion or exchange shall file with the Trustee a duly executed affidavit in one of the forms hereto annexed.

The affidavit in the case of an individual applying for such conversion or exchange in his own right shall be substantially in the form annexed hereto marked "Form C."

If the applicant is a corporation or joint-stock company, the affidavit shall be executed by its president, vice president, controller, secretary, or treasurer, or, in the case of a corporation of a foreign country, by one of its managing officers, and shall be substantially in the form annexed hereto marked "Form D."

If the applicant is a partnership the affidavit shall be executed by one of the partners and shall be substantially in the form annexed hereto marked "Form E."

If the applicant is an executor, administrator, guardian, or testamentary or other trustee of an express trust the affidavit shall be made by such executor, administrator, guardian, or trustee, as the case may be, or by one of such if the application is made on behalf of joint representatives, or, if such representative is a corporation or joint-stock company, by its president, vice president, controller, secretary, or treasurer, or, in the case of a corporation of a foreign country, by one of its managing officers, and shall be substantially in the form annexed hereto marked "Form F."

Provided, however, that whenever the number of shares of capital stock of the defendant Southern Pacific Company held by the Trustee hereunder shall be reduced by the conversion of certificates of interest as provided in this section to 500 shares, it shall be the duty of the Trustee thereupon to distribute such remaining shares *pro rata* amongst the registered owners of the then outstanding certificates of interest, or their assignees, upon the surrender of such certificates of interest, without requiring the affidavits hereinabove provided for.

All certificates of interest surrendered pursuant to conversions or exchanges effected under this section shall forthwith be canceled by the Trustee and shall not be reissued.

Within thirty (30) days after the conversion of certificates of interest as herein provided shall have commenced, and at monthly intervals thereafter, the Trustee shall file with the clerk of the court a report showing the aggregate amount of certificates of interest converted since the last previous

report of the Trustee and the names of all persons, firms, or corporations to whom shares of stock of the Southern Pacific Company shall have been issued pursuant to every such conversion involving more than one hundred (100) shares; and from time to time upon the request of the Attorney General of the United States the Trustee shall furnish him with any information which he may require relating to the carrying out of this decree.

SECTION 12. The Trustee shall keep at an office maintained by it in the city of New York books for the registration and transfer of the certificates of interest and subscription receipts issued hereunder. Provision may be made by the Trustee for the registration and transfer of subscription receipts and certificates of interest in London, England. Upon the surrender of any such certificate of interest or subscription receipt duly assigned for transfer and the payment of any stamp tax required by law, the Trustee shall issue to the transferee one or more new certificates of interest or subscription receipts for a like number of shares and shall cancel the surrendered certificate of interest or subscription receipt.

The Trustee may treat the person in whose name shall be registered any certificate of interest or subscription receipt, as hereinbefore provided, as the absolute owner thereof and shall not be affected by any notice to the contrary; and also in order to enable it to effectuate the true intent of this decree the Trustee (so far as consistent with the provisions hereof) may decide all matters of detail in respect of the form of subscription receipts or certificates of interest and the arrangements necessary for their issue and transfer.

The Trustee shall be accountable for its action hereunder only in proceedings in this cause, and any order of the court entered upon notice to it and to the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company shall be full protection to the Trustee for any action which it may take pursuant thereto, and any action so taken by the Trustee shall be binding upon all holders of subscription receipts and certificates of interest. The Trustee shall not be liable to anyone for deferring to take any action until instructed by the court.

In case any certificate of interest or subscription receipt issued hereunder shall become mutilated or be destroyed, the Trustee, in its discretion, may issue a new certificate of interest or subscription receipt of the same denomination in exchange and substitution for and upon cancellation of such mutilated certificate of interest or subscription receipt, or in lieu of and substitution for the same if destroyed. In case of destruction, the applicant for a substituted certificate of interest or subscription receipt shall furnish to the Trustee evidence of such destruction to the satisfaction of the Trustee in its discretion, and such reasonable indemnity as the Trustee shall require.

SECTION 13. From time to time the Trustee shall pay over to the defendant Oregon Short Line Railroad Company, or to its order, upon demand, when and as received by it, the moneys received by it in payment of, or on account of, subscriptions or purchases as hereinbefore provided, and it shall not be liable for any loss of such moneys unless incurred through its gross negligence or willful misconduct.

SECTION 14. The Trustee shall be entitled to reasonable compensation, the amount thereof to be approved by the court, for all services rendered by it hereunder, which compensation, together with counsel fees and other expenses incurred hereunder and approved by the court, and all stamp and other taxes imposed by law upon the transfer of the shares of the Southern Pacific Company from the Trustee to the holders of certificates of interest, shall be paid by the defendants Union Pacific Railroad Company and Oregon Short Line Railroad Company.

SECTION 15. The defendant Southern Pacific Company is hereby authorized and directed from time to time to make any transfers upon its stock books of the aforesaid shares of its capital stock held by the defendant Oregon Short Line Railroad Company, or its nominees, and to make all payments of dividends, contemplated by the provisions of this decree or necessary or appropriate in the performance thereof.

SECTION 16. Nothing in this decree nor in that entered February 12, 1913, shall be construed as prohibiting the defendant Union Pacific Railroad Company from acquiring at

any time the capital stock or the railroads and other property of the defendant Central Pacific Railway Company.

SECTION 17. If, at any time after January 1, 1916, any of such certificates of interest shall remain outstanding, the court, in its discretion, after a hearing upon such notice to holders of certificates of interest as it may direct, may order the shares of the Southern Pacific Company represented by said certificates to be sold and the proceeds distributed to the registered owner or owners of such certificate or certificates.

SECTION 18. The Trustee is hereby authorized to treat all funds on deposit hereunder as general deposits and to allow interest thereon.

Louis C. Krauthoff, Esquire, of New York City, is appointed commissioner for the court to see to it that the letter and spirit of this plan of dissolution is carried out and is directed to report to the court from time to time.

SECTION 19. The Trustee shall be subject to removal by the court in its discretion, and, in the event of such removal, the court shall appoint another Trustee.

SECTION 20. Any party to this cause may make application to the court at any time for such further orders and directions as may be necessary or proper in relation to the carrying out of the provisions of this decree, or in relation to the disposition of the unlawfully held shares of the defendant Southern Pacific Company; and jurisdiction thereof is retained for the purpose of giving full effect to this decree and the decree herein entered on February 12, 1913, and for the purpose of making such other and further orders and decrees or taking such other action, if any, as may become necessary or appropriate to carry out and enforce said decrees and the directions of the Supreme Court.

WALTER H. SANBORN,
WILLIAM C. HOOK,
WALTER I. SMITH,
United States Circuit Judges.

JUNE 30, 1913.

FORM A.

No. -----

----- Shares.

CERTIFICATE OF INTEREST

IN

SOUTHERN PACIFIC COMPANY STOCK.

This is to certify that the undersigned (hereinafter designated as the "Trustee") has received and now holds for or assigns, certificates representing _____ shares of the capital stock of the Southern Pacific Company, a corporation of the State of Kentucky, of the par value of \$100 each, subject to the terms of a decree entered the _____ day of June, 1913, by the District Court of the United States for the District of Utah, in the suit of the United States of America against Union Pacific Railroad Company and others, to which decree reference is hereby made for a statement of the terms and conditions upon which this certificate is issued and of the rights of the holder hereof, and to which decree the holder of this certificate assents by acceptance hereof.

This certificate is one of a series of certificates issued by the undersigned in accordance with the terms of the said decree, representing in the aggregate not exceeding _____ shares of the capital stock of said Southern Pacific Company.

The registered owner hereof, or his assigns, is entitled, upon the surrender of this certificate and upon filing with the Trustee an affidavit in the form required by section 11 of said decree (to the effect, in substance, that the applicant does not own any shares of the capital stock of the Union Pacific Railroad Company and is not acting for or on behalf of any stockholder of the Union Pacific Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the Southern Pacific Company in the interest of the Union Pacific Railroad Company, but in his own behalf in good faith), to receive a stock certificate for the number of shares of the capital stock of said Southern Pacific Company represented

by this certificate and to receive the amount of all dividends (but without interest thereon) appertaining to the number of shares represented by this certificate declared and payable by the Southern Pacific Company after the 2d day of January, 1918, and collected and received by the Trustee prior to such conversion, and also to receive a dividend order or assignment executed by the Trustee for any declared but unmatured dividend appertaining to said shares which shall be vested, at the time of such conversion, in the Trustee as the registered holder of said shares. All subscription or other rights offered by the Southern Pacific Company appertaining to the shares represented by this certificate will be assigned to the registered owner hereof, as provided in said decree.

This certificate is transferable by the registered owner hereof, in person or by his duly authorized attorney, at the office of the Trustee in the city of New York, upon surrender and cancellation hereof; and thereupon one or more new certificates for a like number of shares will be issued to the transferee in exchange therefor.

This certificate is not valid until countersigned by the registrar.

In witness whereof, _____, as Trustee, has caused this certificate to be executed by one of its vice presidents and its corporate seal to be hereunto affixed and to be attested by one of its assistant secretaries this day of _____, 191 .

_____,
Trustee.

By _____,
Vice President.

Attest:

_____,
Assistant Secretary.

Countersigned:

_____,
By _____.

FORM OF ASSIGNMENT.

For value received the undersigned hereby sells, assigns, and transfers unto _____ the interest in Southern Pacific Company shares and dividends thereon represented by

the within certificate and does hereby irrevocably constitute and appoint _____ attorney to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated _____.

In the presence of—

_____.

_____.

FORM B.

No. _____

_____ Shares.

SUBSCRIPTION RECEIPT

FOR

CERTIFICATE OF INTEREST IN SOUTHERN PACIFIC COMPANY STOCK.

This is to certify that the undersigned (hereinafter designated as the "Trustee") has received payment of the first installment of twenty-five dollars (\$25) per share of the subscription price (\$ _____ per share) of certificates of interest in _____ shares of the capital stock of the Southern Pacific Company, of the par value of \$100 per share, and that _____, or assigns, will be entitled to receive a fully paid certificate of interest for said shares, at the office of the undersigned in the city of New York, upon the surrender of this receipt and the payment of the balance of said subscription price, on or prior to the _____ day of _____, 1914, with interest thereon at the rate of 6 per cent per annum to the date of payment.

Failure to pay the said deferred balance of the subscription price, with the interest thereon, on the _____ day of _____, 1914, will operate as a forfeiture of all rights in respect of the subscription and the installment previously paid.

The undersigned has received and will hold, until default in the payment of the principal or interest of the deferred balance of the said subscription price, for the above-named subscriber, or assigns, stock certificates representing the

number of shares above specified of the capital stock of the Southern Pacific Company; subject to the terms of a decree entered the day of June, 1913, by the District Court of the United States for the District of Utah, in the suit of the United States of America against Union Pacific Railroad Company and others, to which decree reference is hereby made for a statement of the terms and conditions upon which this subscription receipt is issued and of the rights of the holder hereof, and to which decree the holder hereof assents by acceptance hereof.

All dividends, appertaining to the number of shares above specified, declared and payable by the Southern Pacific Company after the second day of January, 1913, will be collected by the Trustee, and paid over (but without interest thereon) to the holder of a fully paid certificate of interest for said shares, upon the conversion of such certificate of interest into said shares of the capital stock of the Southern Pacific Company pursuant to the provisions of said decree.

This subscription receipt is transferable by the registered owner hereof, in person or by his duly authorized attorney, at the office of the Trustee in the city of New York or at its office or agency in London, England, upon surrender and cancellation hereof; and thereupon one or more new subscription receipts for a like number of shares will be issued to the transferee in exchange herefor.

The registered owner hereof is entitled, at any time not less than 10 days prior to the annual stockholders' meeting of the Southern Pacific Company held on the Wednesday following the first Monday of April in each year, and not less than 10 days prior to any special stockholders' meeting of said company, to require the Trustee to execute and deliver to such registered owner, or his nominee, a proxy appointing such attorneys, agents, and proxies as the registered owner hereof shall nominate in writing, to appear and vote at such stockholders' meeting upon the number of shares represented by this subscription receipt, for the election of directors and upon any other business transacted at such meeting: *Provided, however*, that such registered owner shall file with the Trustee, at its office in the city of New York, on or before the tenth day preceding such meeting, an affidavit in the

form required by sections 9 and 11 of said decree (to the effect in substance that the registered owner hereof does not own any shares of the capital stock of the Union Pacific Railroad Company, and is not acting for or on behalf of any stockholder of the Union Pacific Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the Southern Pacific Company in the interest of the Union Pacific Railroad Company, but in his own behalf in good faith); *And provided, further*, that the applicant for such proxy shall at the close of business on the tenth day preceding said meeting be registered on the books of the Trustee as the owner of this subscription receipt.

This subscription receipt shall not be valid for any purpose unless signed on behalf of the Trustee by one of its officers or by its agent in London.

In witness whereof, _____ as Trustee, has caused this certificate of interest to be executed in its behalf this day of _____, 1918.

_____,
Trustee.
By _____.

FORM OF ASSIGNMENT.

For value received, the undersigned hereby sells, assigns, and transfers unto _____ this subscription receipt and the interest represented thereby in _____ shares of the capital stock of Southern Pacific Company, and dividends thereon, and does hereby irrevocably constitute and appoint attorney to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated _____.

In the presence of—

_____.

FORM C.

STATE OF ———, *County of* ———:

being duly sworn deposes and says:

That deponent is the *bona fide* owner in his own proper right of a certificate or certificates of interest numbered for shares registered in the name of , issued by the Central Trust Company, of New York, as Trustee, under a decree entered on the day of June, 1913, by the District Court of the United States for the District of Utah, in the suit of the United States of America against Union Pacific Railroad Company and others, and makes this affidavit for the purpose of procuring the issue of shares of the capital stock of the Southern Pacific Company held by said Trustee, in exchange for said certificate (or certificates) of interest. That deponent does not own in his (or her) own right any shares of the capital stock of the Union Pacific Railroad Company, a corporation of the State of Utah, whether registered in his (or her) own name on the books of said Union Pacific Railroad Company or registered in the names of others for deponent's use and benefit. That deponent, in making this application, is not acting for or on behalf of any stockholder of the Union Pacific Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the Southern Pacific Company in the interest of the Union Pacific Railroad Company, but in his own behalf in good faith.

Sworn to before me this day of , 191 .

FORM D.

STATE OF ———, *County of* ———, ss:

, being duly sworn, deposes and says:

That he is of the , a corporation (or a joint stock company), hereinafter called the "Applicant." That said applicant is the *bona fide* owner in its own proper right of a certificate or certificates of interest numbered for shares, registered in the name of , issued by the Central Trust Company of New York, as Trustee, under a decree entered on the day of June,

1913, by the District Court of the United States for the District of Utah, in the suit of the United States of America against Union Pacific Railroad Company and others, and that deponent makes this affidavit for the purpose of procuring the issue of shares of the capital stock of the Southern Pacific Company held by said Trustee, in exchange for said certificate (or certificates) of interest. That said applicant does not own in its own right any shares of the capital stock of the Union Pacific Railroad Company, a corporation of the State of Utah, whether registered in its own name on the books of said Union Pacific Railroad Company or registered in the names of others for said applicant's use and benefit. That said applicant, in making this application, is not acting for or on behalf of any stockholder of the Union Pacific Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the Southern Pacific Company in the interest of the Union Pacific Railroad Company, but in its own behalf in good faith.

Sworn to before me this day of , 191 .

FORM E.

STATE OF ———, *County of* ———, ss:

being duly sworn, deposes and says:

That he is a member of the partnership of , herein-
after called the "Applicants"; that said applicants are the
bona fide owners in their own proper right of a certificate
or certificates of interest numbered for shares,
registered in the name of , issued by the Central Trust
Company of New York, as Trustee, under a decree entered
on the day of June, 1913, by the District Court of
the United States for the District of Utah, in the suit of the
United States of America against Union Pacific Railroad
Company and others, and deponent makes this affidavit for
the purpose of procuring the issue of shares of the capital
stock of the Southern Pacific Company held by said Trustee
in exchange for said certificate (or certificates) of interest.
That said applicants do not own in their own right any shares
of the capital stock of the Union Pacific Railroad Company,
a corporation of the State of Utah, whether registered in



**UNITED STATES v. NEW YORK, NEW HAVEN & HART-
FORD R. R. CO.**

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

In Equity. No. 483.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

**THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COM-
PANY, BOSTON & MAINE RAILROAD, THE CONSOLIDATED
RAILWAY COMPANY, AND THE RHODE ISLAND COMPANY,
DEFENDANTS.**

DISCONTINUANCE.

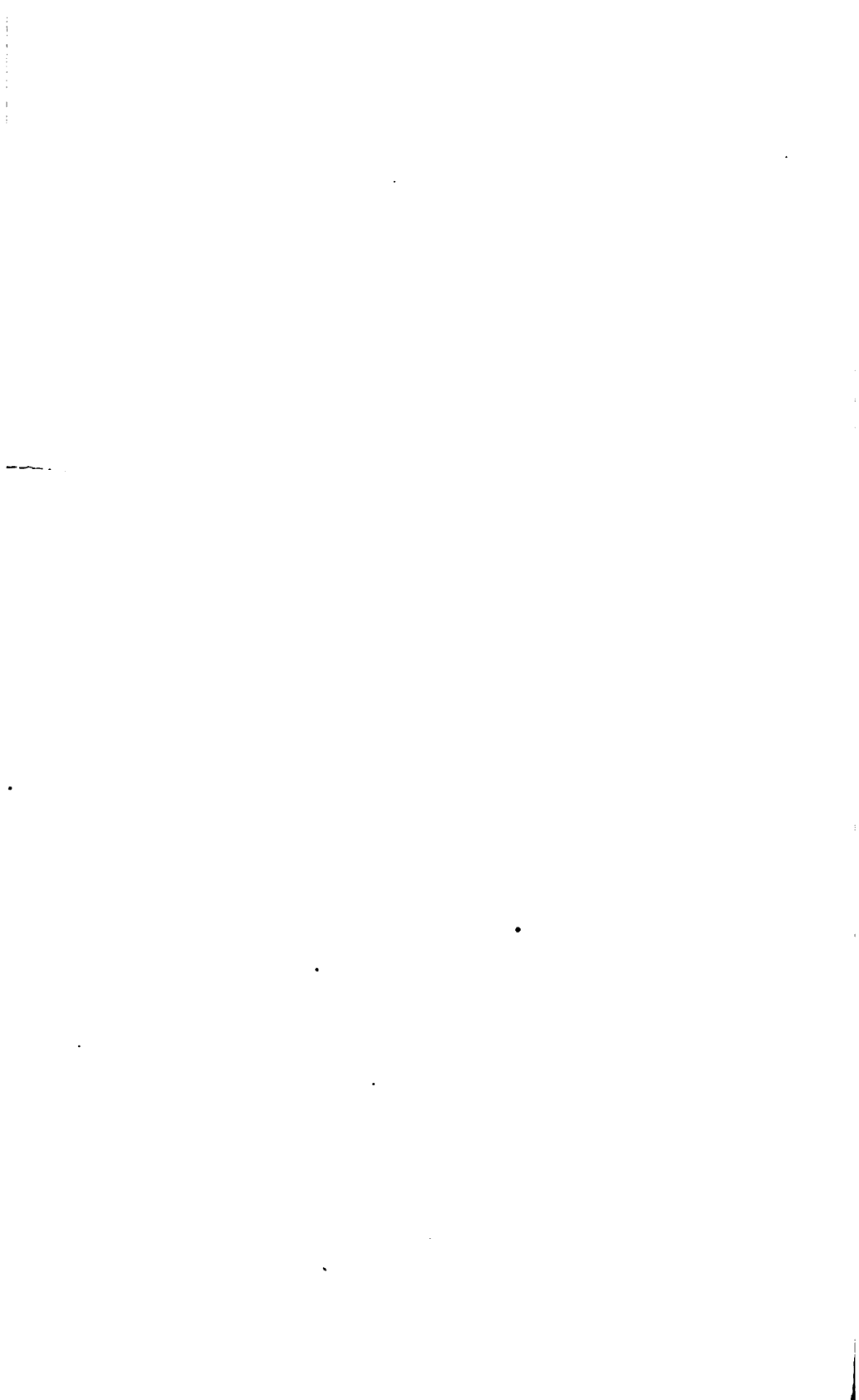
And now comes the United States of America, the complainant in the above entitled cause, by Asa P. French, its Attorney for the District of Massachusetts, acting under the direction of the Attorney General, and discontinues said suit as to each and all of the several defendants.

UNITED STATES OF AMERICA.

By its attorney,

ASA P. FRENCH. .

[June 26, 1909.]



UNITED STATES v. NATIONAL PACKING CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS.**

[Chancery Journal. December Term, 1910. Tuesday, December 27, 1910.]

UNITED STATES OF AMERICA

vs.

NATIONAL PACKING COMPANY ET AL.

KOHLSAAT, J.

This cause coming on to be heard upon the discontinuance filed in the above entitled suit by the petitioner herein and upon the motion of the solicitors for the petitioner for the entry of an order dismissing the above entitled suit at the costs of said petitioner and without prejudice, and it appearing to the court that all costs have been paid herein by said petitioner, it is

Ordered, adjudged and decreed that said suit be, and the same is hereby, dismissed without prejudice.

It is further ordered that if the said defendants, or any or either of them desire to show cause to the court why this order of dismissal should be set aside and this cause reinstated, they shall do so at the opening of court at the hour of ten o'clock in the forenoon, on Wednesday, December 28th, 1910, or as soon thereafter as counsel can be heard; and that a copy of this order be served upon the solicitors of record of the defendants before the hour of four o'clock p. m. today.

UNITED STATES v. MISSOURI PACIFIC RY. CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT
OF MISSOURI.**

No. 5889.

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

**THE MISSOURI PACIFIC RAILWAY COMPANY ET AL., DE-
FENDANTS.**

TEMPORARY RESTRAINING ORDER.

The United States, by Frederick N. Judson and Edwin P. Grosvenor, Special Assistants to the Attorney-General, having applied for a temporary restraining order, restraining the defendants from enforcing, effecting or making the advances in interstates rates as set out in Supplement No. 2 to Interstate Commerce Commission Tariff No. A-115, on the ground that said advances have been arrived at by the defendants herein by agreement with each other and without competition and in violation of the Act of July 2, 1890, called the Sherman Anti-trust Act, and that the enforcement of said advances will be a further violation of said statute, and,

It appearing that unless such a restraining order be issued said advances will become effective June 1, 1910, to the grave harm and injury of the people of the said United States, and,

Said counsel for the United States having stated that they would immediately upon the filing of this temporary restraining order, by direction of the Attorney-General, file an expediting certificate under the Act of Feb. 11, 1903, providing for a speedy determination of the issues herein.

Now, on reading and filing the affidavit of said Edwin P. Grosvenor and exhibits thereto and the affidavit of John M. Jones and exhibits thereto and pursuant to the provisions of Section 4 of said Act of July 2, 1890,

It is ordered that the defendants,
 The Missouri Pacific Railway Company,
 Chicago & Northwestern Railway Company,
 Chicago, Burlington & Quincy Railroad Company,
 The Chicago, Rock Island & Pacific Railway Company,
 The Wabash Railroad Company,
 Chicago, Milwaukee & St. Paul Railway Company,
 Illinois Central Railroad Company,
 The Chicago & Alton Railroad Company,
 The Atchison, Topeka & Santa Fe Railway Company,
 Chicago Great Western Railway Company.
 Missouri, Kansas & Texas Railway Company,
 St. Louis & San Francisco Railway Company,
 Quincy, Omaha & Kansas City Railroad Company,
 St. Paul & Des Moines Railroad Company,
 The Minneapolis & St. Louis Railroad Company,
 Iowa Central Railway Company,
 Fort Dodge, Des Moines & Southern Railroad Company,
 Chicago, St. Paul, Minneapolis & Omaha Railway Company,
 Elgin, Joliet & Eastern Railway Company,
 Chicago, Peoria & St. Louis Railway Company of Illinois,
 Chicago, Milwaukee & Gary Railway Company,
 Minneapolis, St. Paul & Sault Ste. Marie Railway Company,
 The Kansas City Southern Railway Company,
 Chicago, Indiana & Southern Railroad Company, and
 The Western Trunk Line Committee,

be enjoined and restrained until the further order of the Court from adopting or enforcing in any manner the advances in interstate freight rates specified and scheduled in Supplement No. 2 to Interstate Commerce Commission Tariff A-115, and from making any of the changes of rates set forth therein.

DAVID P. DYER,
Judge, Sitting in U. S. Circuit Court.

MAY 31, 1910.

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT
OF MISSOURI.

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

MISSOURI PACIFIC RAILWAY COMPANY ET AL., DEFENDANTS.

On motion of the United States, by its District Attorney,
under the direction of the Attorney General, it is ordered
that the above entitled cause be and the same is hereby
dismissed, at the costs of complainant.

June 27, 1910.

(Signed)

DAVID P. DYER,
Judge.

**UNITED STATES v. SOUTHERN WHOLESALE GROCERS'
ASS'N.**

207 Fed. 484.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ALABAMA.**

In Equity. No. 205.

**THE UNITED STATES OF AMERICA, PETITIONER,
vs.
THE SOUTHERN WHOLESALE GROCERS' ASSOCIATION ET AL.,
DEFENDANTS.**

DECREE OF INJUNCTION.

This cause coming on to be heard before D. D. Shelby and Don A. Pardee, circuit judges, and Thos. G. Jones, district judge, come the United States of America by Oliver D. Street, United States attorney for the northern district of Alabama, and O. E. Harrison, special assistant to the Attorney General, who prosecute in this behalf, and come also the defendants, by their solicitors, Luke E. Wright and Caruthers Ewing, and petitioner moves the court for an injunction in accordance with the prayer of the bill, and by consent of all parties, in open court, it is adjudged, ordered, and decreed as follows:

1. That the said defendants, The Southern Wholesale Grocers' Association and all the members of said association, The Southern Wholesale Grocers' Association, a corporation, The McLester-Van Hoose Company, James A. Van Hoose, Robert McLester, The Alabama Grocery Company, S. W. Lee, Joseph H. McLaurin, L. M. Hooper, F. E. Hashagen, C. W. Bartleson, Robert Moore, Thomas C. Davis, B. B. Earnshaw, C. C. Guest, T. H. Scovell, W. T. Reeves, R. A. Morrow, J. H. C. Wulburn, J. D. Faucette, W. A. Scott, and James W Lee, and each and all of them, their directors, officers, agents, servants, and employees, and all

persons acting under, through, by, or in behalf of them or either of them, or claiming so to act be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing together or with others expressly or impliedly, directly or indirectly, to prevent manufacturers or producers engaged in selling or shipping commodities among the several States and in the District of Columbia from selling such commodities to any person who is not a member of the said The Southern Wholesale Grocers' Association, or who is not listed on the so-called Green Book, published by said association, its officers, and agents, and entitled "Official List of Wholesale Grocers in the States of Alabama. Arkansas, District of Columbia, Florida, Georgia. Indian Territory, Louisiana, Maryland, Mississippi, North Carolina. Oklahoma. South Carolina. Tennessee, Texas, and Virginia," or any book, pamphlet, or list of like character; and they and each of them be, and are likewise enjoined, restrained, and prohibited from publishing, causing to be published, aiding, assisting, or encouraging the publication, distribution, or circulation of any book, pamphlet, or list wherein is contained only the names of wholesale grocers located in the territory embraced by said organization who have announced their intention or agreed, directly or indirectly, expressly or impliedly, to work in harmony with said association.

They are also enjoined, restrained, and prohibited from publishing or distributing, or causing to be published or distributed, or aiding or assisting or encouraging in the publication or distribution of any list or lists of manufacturers or producers who have, expressly or impliedly, directly or indirectly, agreed to sell only to members of said association, or to persons, firms, or corporations listed in said Green Book, or book, pamphlet, or list of like character.

2. That the said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming to so act, be, and they are hereby, enjoined, restrained, and prohibited from combining, conspiring, confederating, and agreeing together or with others to fix a price at which any commodity shall be

sold, or to coerce manufacturers and producers engaged in selling and shipping commodities among the several States, and in the District of Columbia, to fix a limited selling price at which such commodities are to be sold, and to have such price printed on cards and distributed; and they are hereby enjoined, restrained, and prohibited from printing, causing to be printed, or encouraging or aiding in the printing of such cards, or their distribution; and they and each of them are likewise enjoined, restrained, and prohibited from conspiring, confederating, or agreeing together or with others, expressly or impliedly, directly or indirectly, to prevent such manufacturers and producers from selling and shipping commodities to any wholesale grocer who does not maintain the price so fixed and listed; and they and each of them are likewise enjoined, restrained, and prohibited from demanding and receiving from any such manufacturer or producer any rebate, bonus, or emolument of any kind to be paid to any wholesale dealer or jobber for and on account of the fact that he has maintained the limited selling price; and are likewise enjoined, restrained, and prohibited from paying or delivering any such rebate, bonus, or emolument of any kind, directly or indirectly, to any such wholesale grocer or jobber who has maintained such limited selling price, or demanding or receiving any fine or penalty, directly or indirectly, from any wholesale grocer or jobber engaged in commerce among the several States and in the District of Columbia for and on account of such wholesale grocer or jobber not having maintained said limited selling price.

3. That said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from conspiring, confederating, or agreeing together or with others, expressly or impliedly, directly or indirectly, to boycott any manufacturer or producer, wholesaler, or jobber engaged in commerce among the several States and in the District of Columbia for and on account of any such manufacturer, producer, wholesaler, or jobber having sold or transported in interstate commerce any commodity to any person, firm, or

corporation who is not a member of said association or who does not maintain the said limited selling price or who is not listed in the said Green Book or book, pamphlet, or list of like character; and also from combining, conspiring, confederating, and agreeing together, or with others, expressly or impliedly, directly or indirectly, to prevent any person, firm, or corporation who refuses to join said association or who refuses to maintain said limited selling price or who sells commodities direct to the consumer from purchasing such commodities from manufacturers, jobbers, producers, or wholesalers engaged in commerce among the several States and in the District of Columbia; and also from conspiring, confederating, and agreeing together or with others, expressly or impliedly, directly or indirectly, to increase jobbers' profits by increasing prices at which wholesalers and jobbers shall sell any commodity in interstate commerce.

4. That said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from conspiring or agreeing together or with others, expressly or impliedly, to do or to refrain from doing anything the purpose or effect of which is to fix or maintain the price at which any commodity employed or intended to be employed in commerce among the several States and in the District of Columbia shall or should be sold by any manufacturer, jobber, wholesaler, or retailer, or the purpose or effect of which is to hinder or prevent, by intimidation or coercion, any person, firm, or corporation from buying or selling any such commodity wherever, whenever, from and to whomsoever and at whatsoever price may be then and there agreed upon by the seller and purchaser.

5. The Southern Wholesale Grocers' Association, its officers and members, and all who shall hereafter become officers and members of said association, are hereby perpetually enjoined and inhibited from doing, or combining or conspiring to do, either or any of said acts. The said association and its officers and members are not restrained from maintaining

said organization for social or other purposes than those herein prohibited.

6. It is further ordered, adjudged, and decreed that petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let execution issue.

The parties have consented to the foregoing; it is ordered entered as the decree of the court.

DON A. PARDEE,
Circuit Judge.

DAVID D. SHELBY,
Circuit Judge.

THOS. G. JONES,
District Judge.

It is agreed by all parties that the foregoing be entered as the decree of the court.

October 17, 1911.

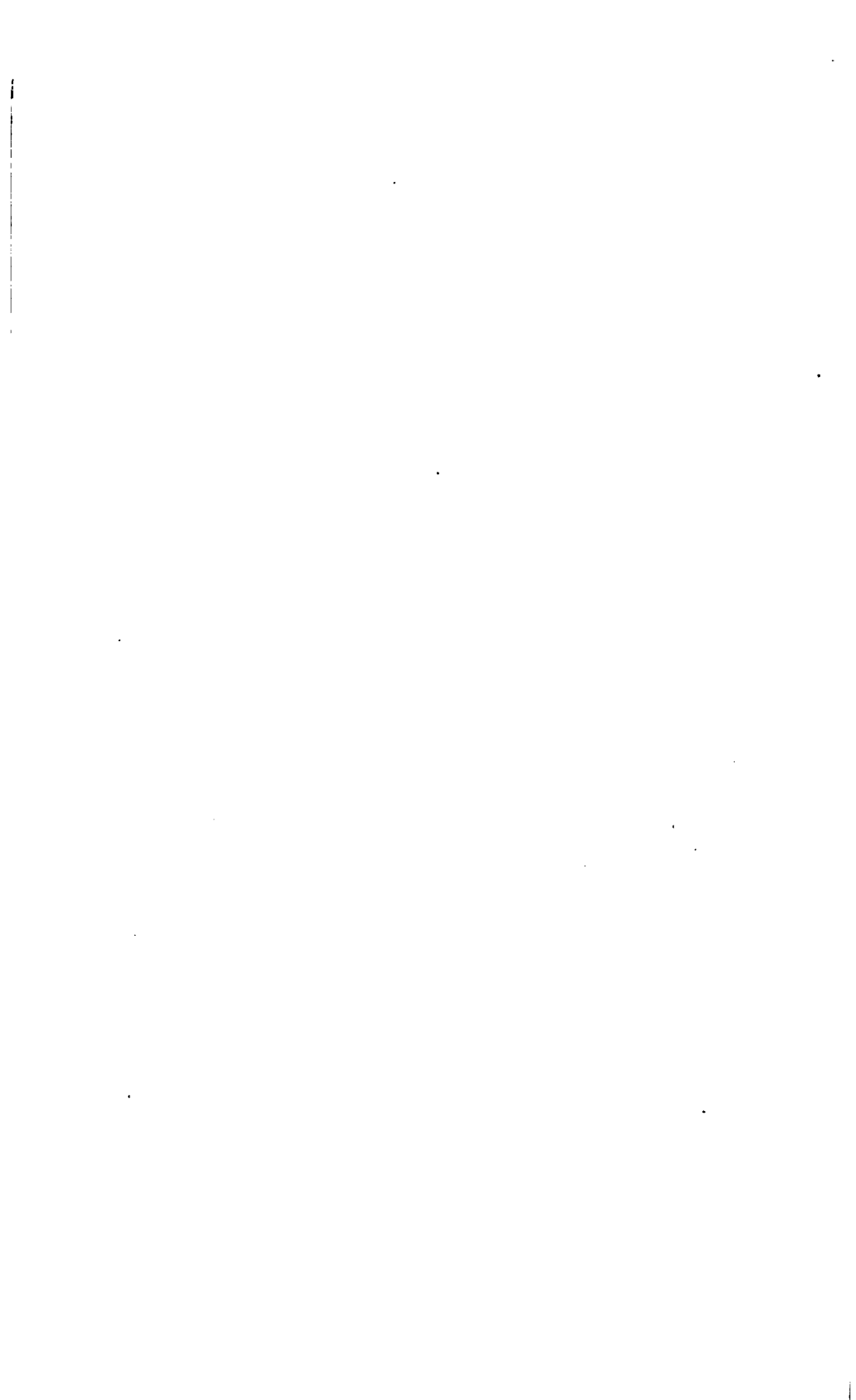
O. D. STREET,
United States Attorney for Petitioner.

LUKE E. WRIGHT,
Attorney for Defendants.

A true copy:

[SEAL.]

CHAS. J. ALLISON,
Clerk United States Court.



UNITED STATES v. GREAT LAKES TOWING CO.

208 Fed. 783; 217 Fed. 656.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OHIO.

February Term, A. D. 1915, to-wit: February 13, 1915.

Present: Honorable J. W. Warrington, L. E. Knappen,
A. C. Denison, U. S. Circuit Judges, sitting as District
Judges.

No. 72. Equity.

THE UNITED STATES OF AMERICA

vs.

THE GREAT LAKES TOWING COMPANY ET AL.

By direction of the Honorable J. W. Warrington, L. E. Knappen, and A. C. Denison, United States Circuit Judges sitting as District Judges, the following order is hereby entered:

This cause was heard, upon pleadings and proofs, before the Circuit Judges of the Sixth Judicial Circuit, under the Expediting Act of February 11, 1903, Chapter 544 (32 Stat. L. 823).

Upon consideration whereof, and being fully advised in the premises, the Court, on the issues joined, adjudges and decrees as follows:

1. That the defendant the Great Lakes Towing Company and the corporations controlled by it, to wit: The Dunham Towing & Wrecking Company, the Union Towing & Wrecking Company, the Thompson Towing & Wrecking Association, the Hand & Johnson Tug Line and the Great Lakes Towing Company, Ltd., constitute and are a combination in restraint of trade and commerce between the several states of the United States, and between the states of the United States and Canada, in violation of the Act of Congress approved July 2, 1890, entitled "An Act to pro-

tect trade and commerce against unlawful restraints and monopolies." (Act July 2, 1890, Ch. 647, 26 Stat. L. 209.)

2. That the defendants, the Great Lakes Towing Company, the Dunham Towing & Wrecking Company, the Union Towing & Wrecking Company, the Thompson Towing & Wrecking Association, the Hand & Johnson Tug Line, and each of them, their officers, agents, directors, servants, employees and successors, are hereby restrained and enjoined from directly or indirectly carrying on the business of vessel towing, either alone or in connection with wrecking, boiler testing and bottom work (or any one or more of said three last named classes of business), upon the Great Lakes and their tributaries, except in strict compliance with each of the requirements of this decree and in strict observance of the several injunctions hereby imposed.

3. That the defendants, the Great Lakes Towing Company, the Dunham Towing & Wrecking Company, the Union Towing & Wrecking Company, the Thompson Towing & Wrecking Association, the Hand & Johnson Tug Line, and each of them, their officers, agents, directors, servants, employees and successors, are hereby perpetually restrained and enjoined from making or entering into with any person, persons, partnership, corporation or concern, any agreement or understanding, or any combination in the form of trust or otherwise, or conspiracy in restraint of trade and commerce among the several states or with foreign nations, and from monopolizing or attempting to monopolize, or combining or conspiring with any other person, persons, partnership, corporation or concern, to monopolize any part of the trade and commerce among the several states or with foreign nations, in or with respect to the business of vessel towing, either alone or in connection with wrecking, boiler testing and bottom work, or any one or more of the three classes of business last named, upon the Great Lakes and their tributaries.

4. That the defendants, the Great Lakes Towing Company, the Dunham Towing & Wrecking Company, the Union Towing & Wrecking Company, the Thompson Towing & Wrecking Association and the Hand & Johnson Tug Line, and each of them, their officers, agents, directors, servants, employees and successors, are hereby perpetually restrained

and enjoined, subject only to the qualifications hereafter expressed herein, from (a) entering into any contract, agreement or arrangement with any person, persons, partnership, corporation or concern, for joint service or for the pooling of receipts, or for suppressing, controlling or interfering in any manner with freedom of competition in any port or ports on the Great Lakes, whether or not the defendants above named, or either of them shall be engaged in business in such port or ports; (b) entering into any agreement, contract or understanding, direct or indirect, with any customer, new or old, for the exclusive furnishing of the whole or any part of the towing or any other service of such customer, except the single item of service then immediately to be performed, and either as respects more than one port or place or as respects but one port or place, to the end that the ultimate rate to each customer shall be absolutely the same for each like, contemporaneous item of service; (c) giving or agreeing to give to any customer any rate, concession, discount or rebate, except such as are given equally and without discrimination to all customers for the like service, regardless of whether or not such customers are stockholders in the towing company, and regardless of the amount or proportion of their custom furnished to the towing company, or whether custom is given in whole or in part either at all or at any one or more ports where the towing company does business, or whether the custom so given relates to but one class or to more than one class of business so done by the towing company, *viz.*, towing, wrecking, boiler testing and bottom work or for any other reason whatever,—to the end that the ultimate rate to each customer shall be absolutely the same for each like or contemporaneous and similar item of service; (d) giving any preference or priority of service, in point of time, to any customer, except as based upon the order in which application for such item of service is made; (e) refusing or neglecting to furnish service as speedily as practicable to any applicant therefor, except where refusal to render service to such applicant is justified by a good-faith belief, communicated to the customer, that payment for such service will not promptly be made; (f) making or giving any undue or un-

reasonable preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic, transportation or other business, in any respect whatsoever; or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic, transportation or business, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever; (g) engaging in so-called "rate wars", or making competitive cuts from its regular schedule of tariff rates, relating to any kind of services furnished by the towing company, except that to meet (but only to meet, and not to go below) actual rates made by the competitor or competitors for the same kind and quality of service, the towing company may cut not exceeding twenty-five per cent. from its regular tariff rates; provided further, that such cut shall not reduce the rate below the actual cost of such service, nor shall it be made in any case under circumstances constituting in fact unfair or fraudulent competition; and in all cases where such cuts are made from regular tariff schedules, a record of the facts and circumstances shall be kept and immediately furnished to the commissioner, if one shall be provided for; (h) entering into any contract, agreement or understanding whereby the person, partnership or corporation from whom or from which any tug, tugs or other property are purchased from the towing company, or obtained under lease, charter or exchange, is forbidden to engage either in the towing business or in any other class of business in which the towing company may be engaged at any place or to any extent whatever; (i) entering into any contract, agreement or understanding whereby the person, partnership or corporation to whom or to which any tug, tugs or other property is sold by the towing company, or leased, chartered or exchanged, whereby any limitation is imposed as to the use which may be made of such tug, tugs or other property, or as to the ports in which they shall be operated or kept.

5. The towing company shall from time to time publish and keep on file in its offices for public inspection by any person desiring to see the same, printed tariffs showing the charges to be made for towing and for all other classes of

service in which the towing company may engage, at each port in which the company regularly has tugs stationed or in which it performs towing or other service. The tariff shall plainly show all charges to be made for towing and for each other class of service, and a schedule shall be made for each port. The charges not only for towing, but for all classes of services, shall be based upon the various kinds and degrees of service, the size and business of ships, and the season in which the service is to be rendered. For this purpose proper and equitable classifications may be made; but always on the basis of equality between, and without discrimination among, the customers of the towing company, for any reason whatever.

6. Unless the towing company shall, by writing, file in this cause within thirty days from the filing and notice of this decree, or within such further time as may be given for the purpose, its consent and agreement to be bound by all the foregoing terms and conditions of this decree, the court will immediately proceed to create a receivership of the physical properties of the towing company, with power to operate said properties and carry on the business of said towing company subject to such further orders as may be made in this cause.

The towing company is hereby restrained and enjoined, during the time limited for the filing of such consent and agreement, from ceasing or suspending, in whole or in part, its towing service or any service in which it is now engaged.

7. The appointment and selection of a receiver, as well as the determination of his powers and duties, and the directions to be given, are reserved until the expiration of the time given the towing company for the consent and agreement provided for in the sixth paragraph of this decree, as are also the terms and provisions of the plan of sale of the properties of the towing company under such receivership.

8. The bill of complaint herein is hereby dismissed as to the defendant the Pittsburgh Steamship Company.

9. Jurisdiction of this cause is retained for the purpose of giving full effect to this decree, or taking such other action, if any, as may become necessary or appropriate for the

carrying out and enforcement of this decree, including provision for commissionership to aid in such enforcement.

10. Any party to this cause, or any one succeeding to the rights of said party, in whole or in part, may make application to the Court at any time for such further orders and directions as may be necessary or proper in relation to the carrying out of the provisions of this decree.

J. W. WARRINGTON,
Circuit Judge.

L. E. KNAPPEN,
Circuit Judge.

A. C. DENISON,
Circuit Judge.

UNITED STATES v. CHICAGO BUTTER & EGG BOARD.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

UNITED STATES OF AMERICA, PETITIONER,

VS.

CHICAGO BUTTER AND EGG BOARD ET AL., DEFENDANTS.

DECREE.

This cause having come on to be heard at this term, upon the amended petition herein, the answers of the defendants thereto, the replication of the petitioner to such answers, the report of Hon. Charles B. Morrison, one of the masters in chancery of this court, to whom this cause was heretofore referred to take the evidence herein and report the same to this court, together with his conclusions of law and fact thereon, and the exceptions of the defendants to the report of said master, and the court having considered said report and the said exceptions thereto, and heard the arguments of counsel for the respective parties in respect thereto, and being now fully advised in the premises,

It is ordered, That the said exceptions, and each of them, of the said defendants to the report of the said master be and the same and each of them hereby are overruled; and said cause having come on further to be heard upon the pleadings aforesaid and upon the motion of the petitioner for a decree herein, in accordance with the said findings and report of said master in chancery, and the court being now fully advised in the premises, *It is therefore ordered, adjudged, and decreed as follows:*

First. That the said master's report be and the same is hereby in all respects approved and confirmed.

Second. That the defendants heretofore formed and at the time of the filing of the petition were parties to a combination and conspiracy to restrain interstate trade and commerce in butter and eggs by the means hereinafter specifically enjoined in paragraphs (a), (b), and (c), in violation of the act to protect trade and commerce against unlawful restraints and monopolies.

Wherefore, the defendants Chicago Butter and Egg Board, G. W. Bull, Charles S. Borden, M. H. Eichengreen, A. J. Strigel, K. Rutledge, Charles B. Ford, John W. Lowe, Thomas W. Brennan, and F. A. Kelly, the officers, agents and members of said Chicago Butter and Egg Board, and all persons acting for or on its behalf, or in connection with it, or any of its members, concerning any of the matters set forth in the amended petition herein, are permanently enjoined and restrained from further engaging in the aforesaid combination or conspiracy or from entering into any other combination or conspiracy to restrain trade in butter and eggs, or in either commodity, by any like means or devices whatsoever; and

(a) From appointing or authorizing the appointment of any officer, agent, or committee of said Chicago Butter and Egg Board, whether of one or more persons, to fix or suggest the price or prices of butter and eggs or of either commodity.

(b) For maintaining a quotation committee, or any other committee or agency of said Chicago Butter and Egg Board, or its membership, which shall fix a price or prices of butter and eggs or of either commodity.

(c) From quoting or publishing any price or prices of butter and eggs or of either commodity purporting to be "quotations," "market prices," "Chicago Butter and Egg Board prices," or "official quotations of Chicago Butter and Egg Board," or the prices obtaining upon the board of said defendant corporation, unless and except such prices be those which have actually obtained upon said board in *bona fide* sales of butter or eggs.

(d) From fixing or determining by contract, combination, or agreement the bids or offers which members of said Chi-

cago Butter and Egg Board shall make with respect to purchases or sales of butter and eggs or of either commodity in advance of the making of said bids or offers.

(e) From requiring, compelling, or demanding by board rule, by-law, or otherwise, that the members of said Chicago Butter and Egg Board use the quotations or prices of butter and eggs or of either commodity which are made by means of transactions upon said Chicago Butter and Egg Board as a basic price in contracts for the purchase or sale of butter or eggs in interstate commerce.

(f) From making fictitious or washed or pretended sales or purchases of butter and eggs or of either commodity for the purpose of misleading any person or persons as to the actual price at which butter and eggs or either commodity are being sold upon said Chicago Butter and Egg Board or which are intended to be used in any way as a basis for the making of quotations or prices on said Chicago Butter and Egg Board.

(g) From making or participating in or knowingly permitting on said Chicago Butter and Egg Board at any time any sale or purchase of butter and eggs or of either commodity that is not a *bona fide* transaction in which the seller in good faith intends to deliver the commodity and the purchaser in good faith intends to accept and pay therefor.

(h) From making or participating in or knowingly permitting to be made any sale or purchase of butter or eggs or either commodity on said Chicago Butter and Egg Board, in pursuance of any combination or conspiracy by or between any two or more persons or corporations to raise or lower or affect the price of butter and eggs or of either commodity on said Chicago Butter and Egg Board, and thereby to raise or lower or affect the price of butter and eggs or of either commodity in interstate commerce.

(i) From making or causing to be made any offer to buy or sell butter and eggs or either commodity on said Chicago Butter and Egg Board at a price which has been agreed upon by any two or more of the members of said board or by any one or more of said members and any other person or persons prior to the making of said offer.

Third. That the secretary of said Chicago Butter and Egg Board furnish a copy of this decree to members of said board and to those who hereafter shall become members thereof.

Fourth. That the court retains jurisdiction of this case for the purpose of entertaining at any time hereafter any application which petitioner may make with respect to this decree; and

Fifth. That the petitioner have and recover from the defendants its costs.

Entered at Chicago, Illinois, this 12th day of October, A. D. 1914.

By the court.

(Signed)

KENESAW M. LANDIS,
Judge.

UNITED STATES v. STANDARD SANITARY MFG. CO.

191 Fed. 172; 226 U. S. 20.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MARYLAND.

Before Goff and PRITCHARD, Circuit Judges, and Rose,
District Judge.

THE UNITED STATES OF AMERICA, PETITIONER.

VS.

STANDARD SANITARY MANUFACTURING COMPANY, A. WEISKITTEL & COMPANY, THE BARNES MANUFACTURING COMPANY, THE CAHILL IRON WORKS, COLWELL LEAD COMPANY, THE DAY-WARD COMPANY, THE HUMPHREYS MANUFACTURING COMPANY, KERNER MANUFACTURING COMPANY, THE J. L. MOTT IRON WORKS, McVAY & WALKER, THE McCrum-Howell Company, THE NATIONAL SANITARY MANUFACTURING COMPANY, UNION SANITARY MANUFACTURING COMPANY, UNITED STATES SANITARY MANUFACTURING COMPANY, L. WOLFF MANUFACTURING COMPANY, WHEELING ENAMELED IRON COMPANY, THEODORE AHRENS, FRANCIS J. TORRANCE, E. L. DAWES, W. A. MYLER, ANTON WEISKITTEL, JOHN D. HEISE, C. H. VOEGELE, T. R. BARNES, F. H. CALDWELL, J. J. MAHONEY, JESSE T. DURYEA, BERT O. TILDEN, W. C. WINFIELD, A. G. WARD, S. N. FORD, REID CARPENTER, J. A. FRAUENHEIM, JORDAN L. MOTT, MAX GOEBEL, THOMAS WALKER, ALEXANDER C. WALKER, LLOYD G. MCCRUM, HOWARD T. GATES, FRANK G. BORDEN, D. W. DAVIS, L. C. HUESMAN, E. V. BRIGHAM, CHARLES ARROTT, A. H. CLINE, Jr., HERMAN HOELSCHER, J. E. WRIGHT, GEORGE W. FRANZHEIM, EDWIN L. WAYMAN, DEFENDANTS.

DECREE.

This cause came on to be heard at this term, and was argued by counsel; and thereupon, upon consideration

thereof, it is by the court, Judges Pritchard and Rose concurring, and Judge Goff dissenting, ordered, adjudged, and decreed:—

First. That each of the defendants, Bert O. Tilden and George W. Franzheim, in his official character as secretary of his respective corporation, defendant herein, attested the contracts hereinafter mentioned, executed by such respective corporation, and had no other connection therewith, and that the original petition of the United States herein be and hereby is dismissed as to the defendants, Bert O. Tilden and George W. Franzheim, with costs to each of them to be taxed.

Second. That the defendants (other than those against whom the petition is dismissed, and Ludwig Wolff, who died before the final hearing), in the manner set forth in the petition, have entered into and are engaging in a combination in restraint of trade and commerce among the several States in sanitary enameled ironware and have attempted and are attempting to monopolize said trade and commerce in said ware, in violation of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

Third. That upon the evidence the defendant Colweil Lead Company is engaged in interstate commerce within the meaning of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

Fourth. That the so-called manufacturers' license agreements and the jobbers' license agreements, and the price lists made part of said agreements, all described in the petition herein, have been and are the means adopted and used by the defendants in order to carry into effect the objects and purposes of said unlawful combination in restraint of said interstate trade and commerce in violation of said act of Congress, and that the said agreements and price lists are therefore hereby declared illegal and the defendants and all and each of them and their officers, agents, servants, and employees are enjoined and prohibited from doing anything in furtherance of said manufacturers' license agreements and jobbers' license agree-

ments, and from enforcing in any manner said agreements or any of the terms thereof, and from adopting or enforcing said price lists in interstate commerce in sanitary enameled ironware.

Fifth. That the defendants, their officers, agents, servants, and employees, are enjoined and prohibited from continuing their attempt to monopolize interstate commerce in said ware by means of the unlawful combination hereinbefore described, and more particularly by means of said manufacturers' license agreements and jobbers' license agreements, and said price lists, or by any other means similar thereto.

Sixth. That the said defendants, their officers, directors, agents, servants, and employees, are enjoined and prohibited from resuming, engaging in, continuing, or carrying into further effect the combination adjudged illegal hereby, and from engaging in or entering into any like combination or attempt to monopolize, the effect of which will be to restrain commerce in sanitary enameled ironware among the several States of the United States, or in the Territories of the United States, by making any express or implied agreement or arrangement together, or one with another, like that adjudged illegal herein, relative to the control or management of the business of the said defendants in sanitary enameled ironware, the effect of which will be to prevent each and any of them from carrying on interstate trade and commerce in sanitary enameled ironware in competition with the others.

Seventh. That this decree shall not be construed to prevent whoever may be the owner or owners of the Arrott patent and other dredger patents relating to the manufacture of sanitary enameled ironware, from granting lawful licenses to any of the defendants or others to use such patents, or to prevent the defendants or others from taking lawful licenses to use any of such patents.

Eighth. It appearing to the court that on the twentieth day of January, 1911, the defendants, Cahill Iron Works, Frank H. Caldwell and John J. Mahoney, by leave of the court, filed their substituted and amended answer in the cause, showing that theretofore, to wit, on the 17th

day of December, 1910, they withdrew from said combination and ceased thereafter to engage in any of the practices complained of in the petition, and submitting to a decree such as is herein decreed, it is further adjudged and decreed that the petitioner recover of said defendants one-sixteenth of its lawful costs which accrued in the cause up to the closing of the case of the petitioner on December 22nd, 1910, and that the petitioner recover of the other defendants, except said Bert O. Tilden and George W. Franzheim, and Ludwig Wolff, the remainder of its lawful costs in this cause.

Nov. 25th, 1911.

J. C. PRITCHARD,
U. S. Circuit Judge.
JOHN C. ROSE,
District Judge.

UNITED STATES v. GENERAL ELECTRIC CO.

**IN THE CIRCUIT COURT OF THE UNITED STATES, FOR THE
NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.**

In Equity. No. 8120.

**UNITED STATES OF AMERICA, COMPLAINANT,
vs.**

GENERAL ELECTRIC COMPANY ET AL., DEFENDANTS.

FINAL DECREE. (*By Consent*)

This cause coming on to be heard this day upon the motion of the complainant upon the petition herein for an injunction to restrain the defendants from violating the provisions of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," as prayed for in said petition, and the complainant now appearing by Wade H. Ellis, John A. Kratz, Jr., and J. S. Pratt its counsel, and the defendants by their respective counsel, as follows: General Electric Company by Charles Neave, and Edwards H. Childs; Westinghouse Electric & Manufacturing Company and Westinghouse Lamp Company by Homer H. Johnson; Kentucky Electrical Company, York Electric & Machine Company and Elmer F. Dwyer by E. L. Thurston; Corning Glass Works by A. D. Falck; Libbey Glass Company by E. J. Marshall; Phoenix Glass Company by J. M. Shields; Aetna Electric Company, Capital Electric Company, Franklin Electric Manufacturing Company, Liberty Electrical Manufacturing Company and Howard Gilmore and William Gilmore by Arthur L. Shipman; and the National Electric Lamp Company and all other defendants by W. B. Sanders, and the defendants now by leave of the court withdrawing their answers herein and stating in open court through their

counsel that it is not their desire or intention, nor the desire or intention of any or either of them to violate the provisions of the act above referred to, but stating that it is their desire and intention and the desire and intention of each of them to comply with each and all the provisions of the Statutes of the United States referring to agreements, combinations or conspiracies in restraint of trade, and that their previous action in the premises was in the belief that it was not in violation of law, and that it is the desire and intention of them and each of them not to operate under or make or carry on any such contracts or practices as are condemned by said Act of Congress as now construed by the Court, and the Court, finding upon the petition that the defendants are and have been engaged in unlawful agreements and combinations in restraint of trade and that the doing of the several acts and things set forth in the petition and hereinafter enjoined are unlawful, and the defendants not opposing the entry of this decree, it is accordingly by the Court, adjudged, ordered and decreed as follows:

First: That the petition herein be and hereby is dismissed as to the defendant Kentucky Electrical Company.

Second: That the General Electric Company is the owner of the entire capital stock of the National Electric Lamp Company, and, at the time of the filing of the petition herein, was the owner of the majority of said stock; that the said National Electric Lamp Company is in turn the owner of the entire capital stock of the subsidiary companies hereinafter named; that such stock ownership has been concealed from the general public and the trade; that notwithstanding such stock ownership the General Electric Company, the National Electric Lamp Company, and the latter's subsidiary companies hereinafter named, are pretending to be separate, distinct, independent and competing companies, in the business of manufacturing, dealing in and selling incandescent electric lamps, whereas no such independence or competition exists or has existed, and that the General Electric Company has heretofore been largely engaged in carrying on the incandescent lamp business indirectly through said companies.

It is, therefore, adjudged, ordered and decreed, that the defendants, National Electric Lamp Company and all its

subsidiary companies, to wit, The American Electric Lamp Company of New York (referred to in the petition as The American Incandescent Lamp Company of New York), The Banner Electric Company, Brilliant Electric Company, Bryan-Marsh Company, The Buckeye Electric Company, The Colonial Electric Company, The Columbia Incandescent Lamp Company, The General Incandescent Lamp Company, The Economy Electric Company, The Fostoria Incandescent Lamp Company, Independent Incandescent Lamp Company, Munder Electric Company, New York & Ohio Company, The Shelby Electric Company, The Standard Electrical Manufacturing Company, The Sterling Electrical Manufacturing Company, Sunbeam Incandescent Lamp Company, The Fostoria Bulb & Bottle Company, The Providence Gas Burner Company, and The Warren Electric & Specialty Company, be each and all of them dissolved, and the General Electric Company is enjoined from hereafter conducting, except in its own name, the business heretofore or hereafter carried on by it in incandescent lamps of any and every description; and

It is further adjudged, ordered and decreed that all factories, plants, and manufacturing and selling departments operated or owned by said General Electric Company, for the manufacture and sale of incandescent lamps, shall be made known to the general public and trade as the property and business of the said General Electric Company; provided that the General Electric Company is not prohibited by this decree from preserving and using the trade names of incandescent lamps lawfully manufactured or sold by it, including the trade names now employed by the companies mentioned in this clause second, if it acquires such trade names and the business of manufacturing lamps to which the same are applied; but such names shall be publicly known as the property of the General Electric Company.

Third: That the General Electric Company and each and all of the Lamp Manufacturing Defendants as defined in clause fourth, their officers, agents and servants be and they hereby are restrained, enjoined and forbidden from making or carrying out directly or indirectly, any contracts with any manufacturer or manufacturers of lamp-making machinery, or with any manufacturer or manufac-

turers of bulbs and tubing for incandescent lamps, whereby such manufacturers or any of them shall be bound not to sell the goods, manufactured by them, respectively, to others than the said defendants or any of them, or hindered from so doing or obligated to sell to the said defendants or any of them at other and different prices and terms of payment than those to which they severally may sell to other purchasers.

Fourth: That the General Electric Company and each and all of the said defendants mentioned in clause second hereof, together with the Westinghouse Electric and Manufacturing Company, Westinghouse Lamp Company, Aetna Electric Company, The Capital Electric Company, The Franklin Electric Manufacturing Company, Liberty Electrical Manufacturing Company, and Howard Gilmore and William Gilmore, doing business as the Gilmore Electric Company, all said defendants being collectively herein designated "The Lamp Manufacturing Defendants," are enjoined from fixing by combination, agreement, understanding or any other acts between any two, more or all of them, or between them or any of them and others, the price or prices at which any incandescent electric lamp or lamps of any pattern, character, type or description, whether made or sold under letters patent, license or otherwise, shall be sold or dealt in, either at wholesale or retail; provided that any of the defendants lawfully owning patents may grant to another defendant or to others, or may receive appropriate manufacturing licenses under such patents, or under any patents lawfully owned by any of the defendants or others, upon terms and conditions fixed only by the licensors; provided further, that any such licensor is hereby enjoined and prohibited from requiring or imposing upon the licensee the fixing of a resale price to be observed by the licensee's vendees; and the purchasers of such lamps from either the licensor or from the licensee or from the vendees of either the licensor or licensee, whether at wholesale or retail, shall not be in any manner restricted as to the price at which such lamps shall be sold to the public or to any dealer or consumer.

Fifth: That the General Electric Company and the other above-mentioned Lamp Manufacturing Defendants are en-

joined from maintaining, by agreement, differentials between lamps which do not in fact differ in quality or efficiency, and said defendants are enjoined from allowing discounts based on aggregate purchases from different manufacturers.

Sixth: That the General Electric Company and the other above-named Lamp Manufacturing Defendants, and each of them, their officers, agents and servants, are perpetually enjoined and restrained from making or enforcing any contracts, arrangements, agreements or requirements with dealers, jobbers and consumers, who buy from the said defendants either tantalum filament, tungsten filament, metalized carbon filament or ordinary carbon filament lamps, or any of them, by which such dealers, jobbers and consumers are compelled to purchase all their ordinary carbon filament lamps from said defendants as a condition to obtaining such other types of lamps, or any of them, or by which dealers, jobbers and consumers are compelled to purchase any one or more of the above-mentioned types of lamps from the said defendants as a condition to the purchase or supply of any other or all of said types of lamps; and the said General Electric Company and the Lamp Manufacturing Defendants aforesaid are perpetually enjoined and restrained from discriminating against any dealer, jobber or consumer desiring to purchase tantalum, tungsten or metalized carbon filament lamps because of the fact that such dealer, jobber or consumer purchases ordinary carbon filament lamps from others, and are perpetually enjoined and restrained from discriminating against any dealer, jobber or consumer desiring to purchase any one or more of the above-mentioned types of lamps because of the fact that such dealer, jobber or consumer purchases any other of said lamps from other manufacturers or dealers.

Seventh: That the General Electric Company and the others of the said Lamp Manufacturing Defendants are perpetually enjoined and restrained when making discounts based on the quantity of lamps purchased by any dealer, jobber or consumer from making such discounts on the basis of the total quantity of tungsten, tantalum, metalized carbon and ordinary carbon filament lamps sold, or the total quantity of ordinary carbon filament lamps and any one

or more of such other types of lamps sold; and the General Electric Company and the others of the said Lamp Manufacturing Defendants are further perpetually enjoined and restrained from making any discounts based on the total quantity of any two or more types of lamps sold, when the result is to combine or aggregate the discount on both an unpatented lamp and a lamp patented or claimed to be patented; and that said defendants and each and all of them are perpetually enjoined from utilizing any patents which they may have or claim to have or which they may hereafter acquire or claim to have acquired, as a means of controlling the manufacture or sale of any type or types of lamps not protected by lawful patents.

Eighth: That the General Electric Company and the other defendants are each enjoined and restrained from offering or making more favorable prices or terms of sale for incandescent electric lamps to the customers of any rival manufacturer or manufacturers than it at the same time offers or makes to its established trade, where the purpose is to drive out of business such rival manufacturer or manufacturers, or otherwise unlawfully to restrain the trade and commerce of the United States in incandescent electric lamps; provided that no defendant is enjoined or restrained from making any prices for incandescent electric lamps to meet, or to compete with, prices previously made by any other defendant, or by any rival manufacturer; and provided further that nothing in this decree shall be taken in any respect to enjoin or restrain fair, free and open competition.

Ninth: That the General Electric Company, as licensor, on the one hand, and Westinghouse Electric and Manufacturing Company, The Capital Electric Company, The Aetna Electric Company, The Franklin Electric Manufacturing Company, The Liberty Electrical Manufacturing Company, and Howard Gilmore and William Gilmore, trading as the Gilmore Electric Company, as licensees and each and every one of them, and their officers, agents and servants, are hereby perpetually enjoined and restrained from operating under any license contracts or agreements so far as such contracts or agreements provide that prices and terms of sale of incandescent electric lamps shall be fixed otherwise than

by the licensor, or containing provisions fixing the prices at which any purchaser or any vendee from a manufacturer shall sell incandescent electric lamps.

Tenth: That the defendant, the General Electric Company, is hereby enjoined and restrained from exercising its option to purchase the capital stock of the defendant the Franklin Electric Manufacturing Company, or from exercising or attempting to exercise any influence or control whatsoever over said company by virtue of its said option.

Eleventh: It is further adjudged, ordered and decreed that the court retains jurisdiction of this cause for the purpose of enforcing the decree herein, and also for the purpose of modifying any of its injunctive provisions as to any defendant or defendants upon the joint application of the Attorney General and such defendant or defendants.

Twelfth: It is further ordered that the defendants be and hereby are given a period of ninety days from and after the date of entry of this decree for compliance with the terms thereof, but they are given a period of six months from and after the date of the entry of this decree for compliance with the terms of clause second hereof, during which several periods the injunction herein ordered is stayed.

It is further ordered that the defendants pay the costs of suit to be taxed.

(Signed)

JOHN M. KILLITS, *Judge*.

OCTOBER 12, 1911.

or more of such other types of lamps sold; and the General Electric Company and the others of the said Lamp Manufacturing Defendants are further perpetually enjoined and restrained from making any discounts based on the total quantity of any two or more types of lamps sold, when the result is to combine or aggregate the discount on both an unpatented lamp and a lamp patented or claimed to be patented; and that said defendants and each and all of them are perpetually enjoined from utilizing any patents which they may have or claim to have or which they may hereafter acquire or claim to have acquired, as a means of controlling the manufacture or sale of any type or types of lamps not protected by lawful patents.

Eighth: That the General Electric Company and the other defendants are each enjoined and restrained from offering or making more favorable prices or terms of sale for incandescent electric lamps to the customers of any rival manufacturer or manufacturers than it at the same time offers or makes to its established trade, where the purpose is to drive out of business such rival manufacturer or manufacturers, or otherwise unlawfully to restrain the trade and commerce of the United States in incandescent electric lamps; provided that no defendant is enjoined or restrained from making any prices for incandescent electric lamps to meet, or to compete with, prices previously made by any other defendant, or by any rival manufacturer; and provided further that nothing in this decree shall be taken in any respect to enjoin or restrain fair, free and open competition.

Ninth: That the General Electric Company, as licensor, on the one hand, and Westinghouse Electric and Manufacturing Company, The Capital Electric Company, The Aetna Electric Company, The Franklin Electric Manufacturing Company, The Liberty Electrical Manufacturing Company, and Howard Gilmore and William Gilmore, trading as the Gilmore Electric Company, as licensees and each and every one of them, and their officers, agents and servants, are hereby perpetually enjoined and restrained from operating under any license contracts or agreements so far as such contracts or agreements provide that prices and terms of sale of incandescent electric lamps shall be fixed otherwise than

by the licensor, or containing provisions fixing the prices at which any purchaser or any vendee from a manufacturer shall sell incandescent electric lamps.

Tenth: That the defendant, the General Electric Company, is hereby enjoined and restrained from exercising its option to purchase the capital stock of the defendant the Franklin Electric Manufacturing Company, or from exercising or attempting to exercise any influence or control whatsoever over said company by virtue of its said option.

Eleventh: It is further adjudged, ordered and decreed that the court retains jurisdiction of this cause for the purpose of enforcing the decree herein, and also for the purpose of modifying any of its injunctive provisions as to any defendant or defendants upon the joint application of the Attorney General and such defendant or defendants.

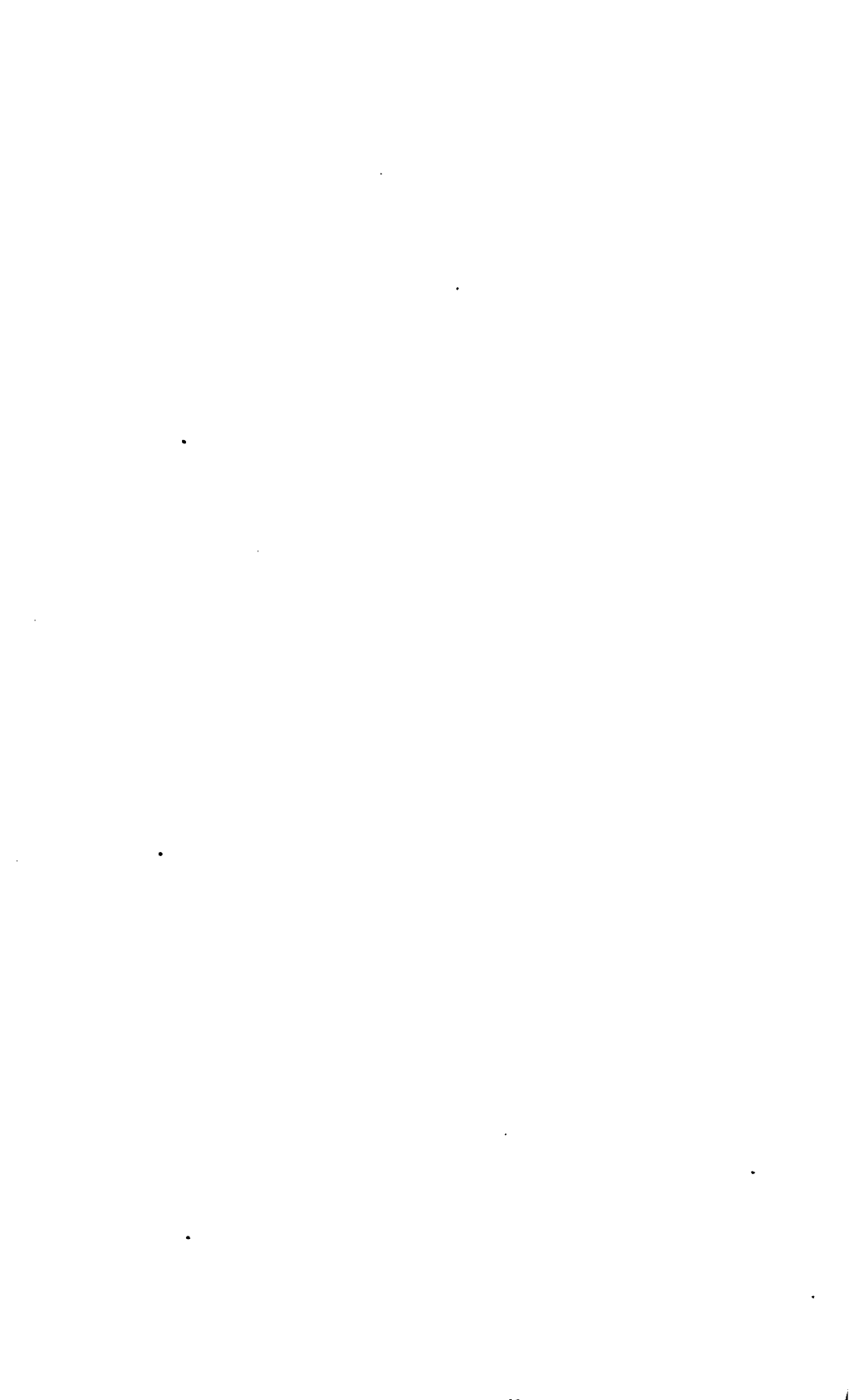
Twelfth: It is further ordered that the defendants be and hereby are given a period of ninety days from and after the date of entry of this decree for compliance with the terms thereof, but they are given a period of six months from and after the date of the entry of this decree for compliance with the terms of clause second hereof, during which several periods the injunction herein ordered is stayed.

It is further ordered that the defendants pay the costs of suit to be taxed.

(Signed)

JOHN M. KILLITS, *Judge.*

OCTOBER 12, 1911.



UNITED STATES v. HAMBURG-AMERICAN LINE.

200 Fed. 806; 216 Fed. 971; 239 U. S. 468.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

In Equity. E-7-74.

UNITED STATES OF AMERICA, PETITIONER,

vs.

HAMBURG - AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELL-
SCHAFT ET AL., DEFENDANTS.

FINAL DECREE.

The United States of America having filed its petition herein on the 4th day of January, 1911, and the defendants, The Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, The Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited (Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikanische Stoomvaart Maatschappij (Holland-Amerika Lijn), Norddeutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Emil L. Boas (now deceased), Adrian Gips, Gustav H. Schwab (now deceased), Herman C. Von Post, Gustav H. Schwab, Jr., Alexander E. Johnson and Max Straus, having duly appeared and answered herein, and the petitioner having duly filed a replication to said answers,

Now, therefore, comes the United States of America by H. Snowden Marshall, Esq., United States Attorney for the

Southern District of New York, and Henry A. Guiler, Esq., Special Assistant to the United States Attorney for the Southern District of New York, and come also the defendants by their solicitors, Spooner and Cotton, Burlingham, Montgomery and Beecher, Choate, Larocque and Mitchell, Lord, Day and Lord, and Ralph J. Bullowa, Esq., and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Henry Wade Rogers on the pleadings and proof, and the petitioner having moved the court for an injunction in accordance with the prayer of the petition;

Wherefore, it is hereby ordered, adjudged and decreed:

1. That as to the defendants Allan Line, Bryce J. Allan and the Canadian Pacific Railway Company the petition is dismissed.

2. That the other defendants and each of them and their agents, servants, employees and all persons acting under or in behalf of them are hereby enjoined, restrained and prohibited from combining, conspiring or agreeing to interfere with or restrain the business of any owner of a vessel operated in competition with the vessel or vessels of one or other of said defendants, by providing, operating, or maintaining an extra vessel for the purpose of having it compete with such competing vessel by offering to carry passengers; and from in any way contributing to the cost or expense of procuring and operating such extra vessel. This injunction, however, shall not in any way affect the right of each individual defendant to run such vessels and on such terms as such individual defendant may choose in opposition to any competitor provided that the cost and expense thereof is not contributed in whole or in part by any of the other defendants.

3. As to all other prayers for relief the petition is dismissed without costs to either side.

November 9, 1914.

E. HENRY LACOMBE,
U. S. Circuit Judge.

ALFRED C. COXE,
U. S. Circuit Judge.

HENRY G. WARD.
HENRY WADE ROGERS.

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE UNITED STATES COURT HOUSE AND POST OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 21st DAY OF MARCH, 1916.

E-7-74.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT, ET AL., DEFENDANTS.

The United States of America and Norddeutscher Lloyd, Gustav Schwab, jr., Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, Canadian Pacific Railway Company, The Allan Line Steamship Company, Limited, Bryce J. Allan, The Cunard Steamship Company, and Charles P. Sumner, having appealed to the Supreme Court of the United States from the decree of this Court, entered herein November 9, 1914, and said appeals having duly come on to be heard, and having been argued by counsel, and said Supreme Court of the United States having sent hither its mandate in words and figures as follows:

UNITED STATES OF AMERICA, SS:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:
TO THE HONORABLE THE JUDGES OF THE DISTRICT COURT
OF THE UNITED STATES FOR THE SOUTHERN DISTRICT
OF NEW YORK, GREETING:

WHEREAS lately in the district court of the United States for the Southern District of New York before you, or some of you, in a cause between the United States of America, petitioner, and Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, et al., defendants, in equity E-7-74, wherein the decree of the said district court entered in said cause on the 9th day of November, A. D. 1914, is in the following words, viz:

The United States of America having filed its petition herein on the 4th day of January, 1911, and the defendants, The Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), Interna-

tional Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, The Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited (Dominion Line), Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikaansche Stoomvaart Matschappij (Holland-Amerika Lijn), Nordeutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Emil L. Boas (now deceased), Adrian Gips, Gustav H. Schwab (now deceased), Herman C. Von Post, Gustav H. Schwab, jr., Alexander E. Johnson, and Max Straus, having duly appeared and answered herein, and the petitioner having duly filed a replication to said answers,

Now, therefore, comes the United States of America by H. Snowden Marshall, Esq., United States attorney for the Southern District of New York, and Henry A. Guiler, Esq., special assistant to the United States attorney for the Southern District of New York, and come also the defendants by their solicitors, Spooner and Cotton, Burlingham, Montgomery & Beecher, Choate, Larocque and Mitchell, Lord, Day and Lord, and Ralph J. Bullowa, Esq., and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward, and Henry Wade Rogers on the pleadings and proof, and the petitioner having moved the Court for an injunction in accordance with the prayer of the petition;

Wherefore, it is hereby ordered, adjudged, and decreed:

1. That as to the defendants Allan Line, Bryce J. Allan and the Canadian Pacific Railway Company the petition is dismissed.

2. That the other defendants and each of them and their agents, servants, employees, and all other persons acting under or in behalf of them are hereby enjoined, restrained, and prohibited from combining, conspiring, or agreeing to interfere with or restrain the business of any owner of a

vessel operated in competition with the vessel or vessels of one or other of said defendants, by providing, operating, or maintaining an extra vessel for the purpose of having it compete with such competing vessel by offering to carry passengers; and from in any way contributing to the cost or expense of procuring and operating such extra vessel. This injunction, however, shall not in any way affect the right of each individual defendant to run such vessels and on such terms as such individual defendant may choose in opposition to any competitor, provided that the cost and expense thereof is not contributed in whole or in part by any of the other defendants.

3. As to all other prayers for relief the petition is dismissed without costs to either side.

November 9, 1914.

E. HENRY LACOMBE,
U. S. Circuit Judge.

ALFRED C. COXE,
U. S. Circuit Judge.

H. G. WARD,
HENRY WADE ROGERS.

as by the inspection of the transcript of record of the said district which was brought into the Supreme Court of the United States by virtue of an appeal taken by the petitioner, and a cross appeal taken by the defendants, agreeably to the Act of Congress in such case made and provided, fully and at large appears.

And whereas, in the present term of October, in the year of our Lord one thousand nine hundred and fifteen, the said cause came on to be heard before the said Supreme Court on the said transcript of record, on appeal and cross appeal, and was argued by counsel:

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said district court in this cause be, and the same is hereby, reversed.

And it is further ordered that this cause be, and the same is hereby, remanded to the said district court with directions to dismiss the bill without prejudice to the right of the Gov-

ernment in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

January 10, 1916.

You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the opinion and decree of this court, as according to right and justice, and the laws of the United States, ought to be had, the said appeals notwithstanding.

WITNESS, THE HONORABLE EDWARD D. WHITE, Chief Justice of the United States, the fourth day of March, in the year of our Lord one thousand nine hundred and sixteen.

JAMES D. MAHER,

Clerk of the Supreme Court of the United States.

Now, on reading and filing said mandate it is

ORDERED, ADJUDGED, AND DECREED that said mandate be filed, and that the judgment of the Supreme Court of the United States be, and it is hereby, made the judgment of this court, and that the decree entered herein November 9, 1914, be, and the same is hereby, reversed; and it is further

ORDERED, ADJUDGED, AND DECREED that the petition of the United States of America filed herein on the 4th day of January, 1911, be, and the same is hereby, dismissed without prejudice to the right of the Government in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

C. M. HOUGH,

D. J.

[March 21, 1917.]

**UNITED STATES v. EASTERN STATES RETAIL LUMBER
DEALERS' ASS'N.**

201 Fed. 581; 234 U. S. 600.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.**

In Equity. No. E. 7-123.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

**THE EASTERN STATES RETAIL LUMBER DEALERS' ASSOCIATION
AND OTHERS, DEFENDANTS.**

FINAL DECREE.

This cause coming on to be heard before E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward, and Walter C. Noyes, Circuit Judges, comes the United States of America, by Henry A. Wise, United States attorney for the Southern District of New York, and Clark McKercher, special assistant to the Attorney General, and come also the defendants by their solicitors, Atwater & Cruikshank, and Taylor, Jackson & Brophy, and the said cause being heard on the pleadings and proof, and petitioner having moved the court for an injunction in accordance with the prayer of the bill,

It is ordered, adjudged, and decreed as follows:

1. That the defendants:

(a) The Eastern States Retail Lumber Dealers' Association, a corporation of the State of New York, and its officers directors, members, and delegates, as follows: President and director, Richard S. White; vice president and director, William C. McBride; secretary and treasurer, Louis A. Mansfield; and directors, William B. Gaines, William T. Gal-

liher, Charles H. Tibbetts, John Perrine, Jesse D. Crary, James S. Davis, George A. Smock, J. F. Glasby, James M. Reilly, A. Schumaker, W. H. Judd, Clarence H. Carpenter, G. Waldo Parrott, William P. Vaughn, H. W. Sears, C. P. Chase, E. N. Bagg, Charles P. Maule, Fischer Dalrymple, E. M. Yerks, Tracy Cowan, Lee L. Herrell, Henry P. Duker, and George H. Poehlmann;

The New York Lumber Trade Association, a corporation of the State of New York, and its officers and trustees, as follows: Russel J. Perrine, president; John F. Steeves, first vice president; Frederick W. Starr, second vice president; Charles F. Fischer, treasurer; and Jesse D. Crary aforesaid, secretary; and the trustees, David M. Resseguie, John L. Cutler, William P. Youngs, Guy Loomis, William S. Wandel, Hammond Talbot, Guilan Ross, Richard S. White aforesaid, Rowland McClave, Louis Bossert, James H. Pittinger, John Eagan, William H. Simonson, Abner P. Biglow, Albrow J. Newton, Christopher W. Wilson, Elbert M. Wiley, Peter A. Smith, John J. Cooney, Edwin D. MacMurray, George C. Lavery, William F. Clarke, John C. Creveling, William S. Van Clief, Allan H. Church, Treadwell D. Carpenter, Patrick Moore, James Sherlock Davis, and Thomas J. Crombie;

George A. Smock, aforesaid, individually and as president; A. K. Bennett, individually and as vice president; J. F. Glasby, aforesaid, individually and as treasurer; and James M. Reilly, aforesaid, individually and as secretary of a voluntary association known as the New Jersey Lumberman's Protective Association; and the following, individually and as directors in, and as representatives of, all the members of said last-named association: I. W. Searing, Charles W. Ennis, A. B. Ayers, H. V. Meeks, W. W. Smalley, M. F. Ellis, S. S. Thompson, S. Fred Bailey, A. K. Bennett, W. D. Gulick, W. E. Tuttle, jr., I. Newton Rudgers, Isaac E. Hutton, Warren Somers, James Crowell, H. P. Dillistin, R. W. Kennedy, R. H. Booth, M. J. Kimball, G. W. Dickensheet, Irving A. Collis, P. J. Devlin;

The Building Material Men's Association of Westchester County, a corporation of the State of New York, and its officers and directors, as follows: E. M. Yerks, aforesaid,

president; John F. Dinkle, vice president; Robert Haviland, treasurer; Tracy Cowan, aforesaid, secretary; F. M. Dain, J. A. Mahlstedt, Alonzo Guest, C. P. Young, E. N. Leete, Charles H. Tibbetts, aforesaid, directors;

William C. McBride, aforesaid, individually and as president; Fischer Dalrymple, aforesaid, individually and as vice president; and Charles P. Maule, aforesaid, individually and as secretary and treasurer of a voluntary association known as the Retail Lumberman's Association of Philadelphia; and the following persons, individually and as directors and as representatives of the members of said last-named association: Herbert P. Robinson, Benjamin Stocker, S. A. Yorks, Amos Y. Leshner, Herbert E. Weitzel, Frank L. Luckenbach, Charles H. Wisler, John E. Lloyd, Charles M. Strickler, James A. Richardson, Charles M. Chestnut, I. N. Troth;

The Lumber Dealers' Association of Connecticut, a corporation of the State of Connecticut, and its officers and directors, as follows: A. Schumaker, aforesaid, president; F. A. Lines, vice president; and Louis A. Mansfield, aforesaid, secretary and treasurer; directors, E. J. Lake, W. H. Goddard, Frank H. Sexton, Harry C. Turner, John O. Fox, Horace S. Hatch, Howard L. Platt, Louis A. Lampson, W. B. Beckley, H. W. Damon, A. R. Plumley, and F. H. Barnes;

The Massachusetts Retail Lumber Dealers' Association, a corporation of the State of Massachusetts, and its officers and directors, as follows: H. W. Sears, aforesaid, president; L. S. Williston, vice president; W. H. Sawyer, vice president; W. A. Fuller, vice president; M. L. Foster, treasurer; and E. N. Bagg, aforesaid, secretary; directors, C. K. Ferry, F. K. Southworth, Charles P. Chase, aforesaid, Edwin Bradley, Edward S. Decker, J. L. Temple, Frank Palmer, and William B. Gaines;

Lumber Dealers' Association of Rhode Island, a corporation of the State of Rhode Island, and its officers and directors as follows: Arthur S. Vaughn, aforesaid, president; Willard D. Lansing, vice president; G. Waldo Parrott, aforesaid, secretary and treasurer; directors, John F. Ga-

lena, George D. Lansing, Louis Roberts, Jeremiah F. O'Driscoll, Forest J. Perkins, aforesaid, Samuel C. Cottrell, Henry A. Grimwood, jr., Edward W. Duff, William T. Galliher, aforesaid, individually and as president; W. A. H. Church, individually and as vice president; George E. Walker, individually and as treasurer; Lee L. Herrell, individually and as secretary; and the following persons individually and as members and committeemen, and as representatives of the members of a voluntary association known as the Lumber Exchange of the District of Columbia; Thomas W. Smith, John W. Tolson, Samuel Ross.

The Retail Lumbermen's Association of Baltimore, Md., a corporation of the State of Maryland, and its officers and directors as follows: Henry P. Duker, aforesaid, president; Harry J. Matthews, vice president; George H. Poehlmann, aforesaid, secretary and treasurer; directors: John J. Duffy, Samuel H. Helfrich, A. Frank Gilbert, George Schumaker, Benjamin C. Bayne, John D. Vridin, John H. Geis, have been and now are in a combination or conspiracy to restrict and restrain competition; that the method adopted and now being used by said defendants to distribute such information is by the publication and distribution of the list known as the "Official Report," the form of which is as follows:

OFFICIAL REPORT.

(Name of the particular association circulating it.)

STATEMENT TO MEMBERS (with the date).

You are reminded that it is because you are members of our association and have an interest in common with your fellow members in the information contained in this statement that they communicate it to you; and that they communicate to you in strictest confidence and with the understanding that you are to receive it and treat it in the same way.

The following are reported as having solicited, quoted, or as having sold direct to the consumers:

(Here follows a list of the names and addresses of various wholesale dealers.)

Members upon learning of any instance of persons soliciting, quoting, or selling direct to consumers should at once report same, and in so doing should, if possible, supply the following information:

The number and initials of car.

The name of consumer to whom the car is consigned.

The initials or name of shipper.

The date of arrival of car.

The place of delivery.

The point of origin.

and that said combination and conspiracy is such as the act of Congress approved July 2, 1890 (26 Stat., 209), entitled "An act to protect trade and commerce against unlawful restraints and monopolies," denounces as illegal.

2. That said defendants and each of them, their officers, directors, agents, employees, and members, be, and they are hereby, enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing together or with others jointly to distribute, and from jointly distributing, to any of the members of the aforesaid associations or any other person or persons any information showing soliciting, quotations, or sales and shipments of lumber and lumber products from manufacturers and wholesale dealers to consumers of or dealers in lumber, and from the preparing and distributing the said list known as the "Official Report," heretofore described, or by the use of any similar device. Without costs to either side.

E. HENRY LACOMBE.

ALFRED C. COXE.

H. G. WARD.

WALTER C. NOYES.

[March 1, 1913.]

UNITED STATES v. PERIODICAL CLEARING HOUSE.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.**

**UNITED STATES OF AMERICA, PETITIONER,
vs.**

PERIODICAL CLEARING HOUSE AND OTHERS, DEFENDANTS.

This cause pursuant to the expediting certificate made and filed herein by the Attorney General of the United States having duly come on to be heard before the Honorables E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Walter C. Noyes, the Circuit Judges of the Second Circuit, sitting in the District Court of the United States for the Southern District of New York on the 11th day of February, 1913, and having been heard upon the record, briefs and oral argument, and the same having been duly considered, and the said Judges having filed a certificate of division herein pursuant to the Expedition Act of February 11th, 1903, and this cause having been further considered, and the petitioner having failed to satisfy a majority of the Court that it is entitled to the relief prayed for, it is

ORDERED, ADJUDGED AND DECREED that the petition be and the same hereby is dismissed, and it is further

ORDERED, ADJUDGED AND DECREED that the certificate of division filed herein on April 22nd, 1913, be and the same hereby is canceled.

**E. HENRY LACOMBE,
ALFRED C. COXE,
H. G. WARD,
WALTER C. NOYES,**
Circuit Judges.

Filed May 29th, 1913.

UNITED STATES v. PERIODICAL CLEARING HOUSE.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.**

UNITED STATES OF AMERICA, PETITIONER,

vs.

PERIODICAL CLEARING HOUSE AND OTHERS, DEFENDANTS.

This cause pursuant to the expediting certificate made and filed herein by the Attorney General of the United States having duly come on to be heard before the Honorables E. Henry Iacombe, Alfred C. Coxe, Henry G. Ward and Walter C. Noyes, the Circuit Judges of the Second Circuit, sitting in the District Court of the United States for the Southern District of New York on the 11th day of February, 1913, and having been heard upon the record, briefs and oral argument, and the same having been duly considered, and the said Judges having filed a certificate of division herein pursuant to the Expedition Act of February 11th, 1903, and this cause having been further considered, and the petitioner having failed to satisfy a majority of the Court that it is entitled to the relief prayed for, it is

ORDERED, ADJUDGED AND DECREED that the petition be and the same hereby is dismissed, and it is further

ORDERED, ADJUDGED AND DECREED that the certificate of division filed herein on April 22nd, 1913, be and the same hereby is canceled.

**E. HENRY LACOMBE,
ALFRED C. COXE,
H. G. WARD,
WALTER C. NOYES,**
Circuit Judges.

Filed May 29th, 1913.

**UNITED STATES v. LAKE SHORE & MICHIGAN SOUTHERN
RY. CO.**

203 Fed. 295.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION.**

In equity. No. 1584.

**THE UNITED STATES OF AMERICA, PLAINTIFF,
v.**

**THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COM-
PANY, THE CHESAPEAKE & OHIO RAILWAY COMPANY, THE
HOCKING VALLEY RAILWAY COMPANY, THE TOLEDO &
OHIO CENTRAL RAILWAY COMPANY, THE KANAWHA &
MICHIGAN RAILWAY COMPANY, THE ZANESVILLE & WEST-
ERN RAILWAY COMPANY, SUNDAY CREEK COMPANY, CON-
TINENTAL COAL COMPANY, KANAWHA & HOCKING COAL
& COKE COMPANY, DEFENDANTS.**

**FACTS CONCERNING PROGRESS OF THE CASE BETWEEN THE
FIRST HEARING AND THE ULTIMATE SUBMISSION FOR DECREE.**

This cause was heard before the circuit judges of the Sixth Judicial Circuit (pursuant to certificate of the Attorney General of the United States, filed herein according to act of Congress of February 11, 1903). The court held that the plaintiff was entitled to relief, but reserved certain questions touching the nature and extent thereof. After hearing upon these questions, plaintiff was permitted to file an amendment to its bill and to bring in additional defendants, named below. Forms of decree were presented, but they indicated that both sides were in some respects claiming relief which could not be granted. With a view of eliminating these difficulties, a memorandum opinion was filed. Thereafter, counsel for the plaintiff, and counsel for three of the defendants: the Lake Shore, the Toledo & Ohio Central, and the Zanesville & Western, each submitted a form

of decree; and counsel for two of the defendants, the Hocking Valley and the Chesapeake & Ohio, presented suggestions as to certain provisions the decree should contain. Since then the attorney general of Ohio upon leave appeared, as a friend of the court, for the purpose only of calling attention: (1) to the pendency in the Court of Appeals of Franklin County, Ohio, of three actions in *quo warranto*: State, *Ex rel.* against the defendant railways herein (some of such railway companies being defendants in the first of those actions, one in the second, and all in the third); (2) to the issues presented, which in the main concern the power of certain of the railway companies to hold stock in certain of the other railway companies and in the coal companies, and to the relief sought, under a statute of the State, called the "Valentine Anti-Trust Act"; and (3) to objections of the State to certain provisions of the last form of decree submitted, as stated. in the instant case on behalf of certain of the defendants, and also to the suggestions offered for others of the defendants touching the form of decree to be entered herein.

I.

FINDINGS OF FACT.

Plaintiff's counsel request the court to file separate findings of fact, and counsel for defendants object thereto; notwithstanding Equity Rule 71, it is deemed permissible and proper in this case to accompany the decree by the following findings of fact:

(1) ORIGINAL DEFENDANTS—WHERE ORGANIZED.

The railroad companies named in the above-recited title of the case are all Ohio corporations, except the Chesapeake & Ohio, which was organized under the laws of Virginia. The coal companies there named were organized; the Sunday Creek under the laws of New Jersey, and the other two under the laws of West Virginia.

(2) DEFENDANTS BROUGHT IN UNDER AMENDMENT TO BILL.

The Central Trust Company of New York, as trustee under the first consolidated mortgage of the Hocking Valley Railway Company; the said Central Trust Company, as trustee of stock in the Sunday Creek Company under the agreement of April 30, 1908; John H. Doyle, as trustee of stock in the Sunday Creek Company under the agreement of April 30, 1908; J. P. Morgan & Company, as trustee of the stock of the Kanawha & Hocking Coal & Coke Company and of the Continental Coal Company, to secure agreement for division of coal traffic, such trustee, however, having resigned and the Bankers' Trust Company of New York having been duly substituted in the place and stead of J. P. Morgan & Company as such trustee; these additional defendants have appeared and filed separate answers, setting up their respective claims as trustee, and, with the original defendants, have stipulated that the cause should be submitted upon the proofs previously offered.

(3) THE RAILROADS.

The Lake Shore extends from Buffalo to Chicago, passing through the northerly portion of Ohio by way of Toledo, and has a number of intermediate branches. Connection is maintained in Toledo, though not described, between the Lake Shore and the Toledo & Ohio Central, and also the Hocking Valley. A large majority of the capital stock of the Lake Shore is owned by the New York Central. The Chesapeake & Ohio extends from Old Point Comfort to Cincinnati, running (in West Virginia) along the southerly side of the Kanawha River from Gauley (connecting with Gauley Bridge and Charleston) to Scary, thence (leaving the Kanawha River) westwardly to the Ohio River at Guyandotte, and thence along the south side of the Ohio River to Covington, Ky., where it crosses the river to Cincinnati; it owns a great majority of the stock of the Chesapeake & Ohio Railway of Indiana, and so reaches Chicago. Two of the remaining railroads are entirely within Ohio, running generally in a north and south direction, viz, the Hocking Val-

ley, from Toledo by way of Fostoria, Columbus, Logan, Gallipolis, Kanauga, and Hobson to Pomeroy (Kanauga being on the Ohio River opposite Point Pleasant, W. Va.), with a branch line from Logan to Athens; and the Toledo & Ohio Central with two divisions running from Toledo, the easterly one by way of Fostoria and Thurston to Corning, and the other by way of Columbus to Thurston. The Kanawha & Michigan extends south from Corning by way of Athens and Hobson to Kanauga, where it crosses the Ohio River to Point Pleasant, and continues thence along the northerly side of the Kanawha River by way of Charleston to Gauley Bridge, using the tracks, however, of the Hocking Valley between Hobson and Gallipolis. The Zanesville & Western is also entirely within Ohio and extends east from Thurston to Zanesville. This sufficiently shows the geographical relations and the common termini and common points of connection as respects these railroads.

(4) THE COAL FIELDS DIRECTLY AFFECTED.

The coal lands tributary to the three exclusively Ohio railroads, are situated in that State and well known as the Hocking coal fields, and a portion of those fields, but principally coal lands situated in West Virginia, are tributary to the Kanawha & Michigan Railroad, and those latter coal lands are in the well-known Kanawha coal district.

(5) COAL TRAFFIC, AND OTHER COAL FIELDS INVOLVED.

The principal freight traffic of all the railroads mentioned, except the Lake Shore, is bituminous coal. The principal coal mines along the Chesapeake & Ohio are in the Kanawha, New River, and Big Sandy coal districts of West Virginia and Kentucky. A substantial part of the freight traffic of the Lake Shore is bituminous coal, originating not only in the Hocking Valley coal fields and the Kanawha coal district, but also on two or more of its branch roads connecting with coal fields situated in other portions of Ohio and in Pennsylvania. Coal derived from these various fields is carried over the defendant railroads and their con-

nections to destinations, some of them common destinations, situated in States (including lake ports therein) other than the States in which the coal originated.

(6) COMPETITIVE CONDITIONS.

(a) Between 1890 and 1899, through ownership of stock and guaranty of bonds of the Kanawha & Michigan, the Toledo & Ohio Central controlled and operated that line in connection with its own. During that period the Hocking Valley and the Toledo & Ohio Central were naturally competing lines, and, as far south as the Ohio River, were parallel lines. Aside from the Kanawha & Michigan, the Hocking Valley, as far south as Athens, and the Toledo & Ohio Central are parallel and naturally competing roads. Prior to and in 1899, free competition was maintained between the Toledo & Ohio Central and the Kanawha & Michigan, on the one hand, and the Hocking Valley, on the other, as respects the coal traffic derived from the Hocking Valley coal fields and the Kanawha coal district, as well as of the other traffic carried over their lines; this traffic included both interstate and intrastate shipments.

(b) The Kanawha & Michigan is dependent for the movement of its traffic north of Corning upon either the Toledo & Ohio Central or the Hocking Valley, or both. The Kanawha & Michigan, if used as a carrier exclusively in connection with either the Toledo & Ohio Central or the Hocking Valley, would be a natural competitor of the one or the other of such roads according as the connection and use might be maintained; and the capacity of the Toledo & Ohio Central to increase its competing traffic is enhanced by its connection at Thurston with the Zanesville & Western. The competitive conditions naturally existing between the Hocking Valley and the Toledo & Ohio Central would manifestly be preserved by traffic derived from the Kanawha & Michigan, if that line were owned and operated independently of either of the others.

(c) What is known as the southern division of the Hocking Valley, to wit, the portion between Logan and Pomeroy, has not since 1899, while the Kanakha & Michigan has, been

improved in grades, roadbed, and bridges, so as practically to accommodate the heavier railroad equipment and freight traffic which have been introduced since that year; and, further, it is shown that the configuration of the territory adjacent to the Kanawha River is such as reasonably to prevent construction of a track additional to that of the Kanawha & Michigan on the one side, or the branches of the Chesapeake & Ohio on the other as far westwardly as Scary. It is not shown, however, that construction of an independent connection is impracticable by a line uniting with the Chesapeake & Ohio at Scary or at some point in its existing tracks between Scary and Guyandotte, and running thence northwardly either to Gallipolis or Kanauga; nor that the southern division of the Hocking Valley can not reasonably be improved and utilized for heavy equipment and traffic; that division was an essential part of the Hocking Valley during the period of free competition mentioned.

(7) RAILROAD REORGANIZATION OF 1899.

The immediate predecessor of the Hocking Valley Railway Company was the Columbus, Hocking Valley & Toledo Railway Company. A plan of reorganization of the latter was entered into under date of January 4, 1899. After judicial sale of its property, the purchasing trustees conveyed the railroad property to the Hocking Valley, and the title thereto is still in that company. It was part of this plan to have the Hocking Valley acquire interests in the Toledo & Ohio Central Railway Company and the Columbus, Sandusky & Hocking Railroad Company (predecessor of the Zanesville & Western), and in February, 1899, the Hocking Valley reserved 50,000 shares of its preferred and 50,000 shares of its common stock for the purpose of acquiring such interests. The purchases of stock in the Toledo & Ohio Central were made in the name of a New Jersey corporation, called the Middle States Construction Company. In 1899 and 1900 the Hocking Valley purchased the bonded indebtedness of this construction company; and this indebtedness was secured by and convertible into stock in the Toledo & Ohio Central, under a deed of trust of the Construction Company to the Central Trust Company of New York. In 1899 and 1900,

the Construction Company acquired the controlling interest in the capital stock of the Toledo & Ohio Central. The Hocking Valley, in 1902, purchased all the stock in and all the bonds of the Zanesville & Western, which, through judicial sale, had acquired the portion of the Columbus, Sandusky & Hocking Railroad extending from Thurston to Zanesville with certain branch lines. From 1902 to 1909 the president and general manager of the Hocking Valley, as well as other officers of the company selected later, occupied corresponding positions in the Toledo & Ohio Central and the Zanesville & Western. The control thus acquired by the Hocking Valley carried with it also the control of the Kanawha & Michigan, through the control of the latter by the Toledo & Ohio Central, before mentioned. In 1903 the Hocking Valley exchanged its holdings of stocks and bonds in the Zanesville & Western for the shares held by the Toledo & Ohio Central in the Kanawha & Michigan; and, apart from influence exercised by certain trunk lines, the Hocking Valley remained in control of this system of exclusively Ohio railroads and the Kanawha & Michigan until March, 1910.

(8) CERTAIN TRUNK LINES PURCHASE MAJORITY OF HOCKING VALLEY STOCK.

In June, 1903, five trunk-line railroads, viz: Lake Shore & Michigan Southern Railway Company, Erie Railroad Company, Baltimore & Ohio Railroad Company, Chesapeake & Ohio Railway Company, and the Pittsburgh, Chicago, Cincinnati & St. Louis Railway Company, purchased a majority, to wit, 69,242 shares, of the common capital stock of the Hocking Valley, and each of the purchasing companies obtained a one-sixth interest in such shares, except the Pittsburgh, Chicago, Cincinnati & St. Louis Railway Company, which acquired two-sixths. An advisory committee composed of representatives of the trunk lines, with the president of the Hocking Valley, controlled the financial affairs of the Hocking Valley and of certain coal companies (mentioned below), in which it was interested. Among the results thus reached were the incorporation of the Sunday Creek Company for the purpose of handling the coal in-

terests of the Hocking Valley, and the maintaining of a general operating system that was satisfactory to the trunk lines. One of the features of this operating system was to restrict rail connections with coal mines to such as were already in operation, and to refuse and by litigation to contest applications for rail connections with new mines. These conditions were in practical effect continued until March, 1910.

(9) RAILROAD ACQUISITION AND CONTROL OF COAL PROPERTIES.

Pursuant to the plan of reorganization of 1899, the Buckeye Coal & Railway Company was incorporated under the laws of Ohio, and the Hocking Valley and this coal company joined in the execution of a mortgage under date of March 1, 1899, providing for the issue of first-mortgage bonds in the sum of \$20,000,000, and secured by the properties acquired by such companies. This coal company was organized for the purpose of obtaining the coal properties of the Hocking Coal & Railroad Company, and these properties were bid in and conveyed to the Buckeye Coal & Railway Company by the purchasing trustees at the judicial sale before mentioned; and such trustees received from the new coal company 2,495 shares of its total capital stock of 2,500 shares, and thereupon entered into a traffic agreement with the Hocking Valley to secure rail connections between coal mines and the main railroad line, and also coal transportation, and the trustees at the time turned over the stock in the coal company to the Hocking Valley. Out of the sales proceeds of the first-mortgage bonds mentioned, the Hocking Valley acquired the stock and properties of four other coal companies, and also a large majority of both the preferred and common shares of stock in the Sunday Creek Coal Company.

A different method was adopted for securing control of the properties of the Kanawha & Hocking Coal & Coke Company and the Continental Coal Company, as also of a number of other coal properties. The Toledo & Ohio Central Railway Company and the Hocking Valley Railway Company entered into a contract to guarantee the first mortgage bonds of the coal companies last named; and the last-named

railway companies and coal companies, including the Kanawha & Michigan Railway Company, agreed that the traffic derived from the property or mines of the coal companies should be equally divided between the Toledo & Ohio Central Railway Company and the Hocking Valley Railway Company; and, for the purpose of securing the performance of such agreement and also of the terms and conditions of a certain mortgage made by the Kanawha & Hocking Coal & Coke Company to the Morton Trust Company, trustee, of New York, dated July 1, 1901, and of another mortgage made by the Continental Coal Company to the Standard Trust Company, trustee, of New York, dated February 1, 1902, all the capital stock of each of these two coal companies (except certain qualifying shares) was placed in the name of and deposited with J. P. Morgan & Company, of New York, as trustee. This stock was to be held by such trustee (but is now held by the successor trustee, the Bankers Trust Company, a defendant herein as before stated) until such time as all the conditions of the agreement and mortgages aforesaid, respectively, should be complied with; and the beneficial interests in the capital stock of the said coal companies are now owned and held by the Sunday Creek Company. Further, the Toledo & Ohio Central owned the entire capital stock of the Imperial Coal Company and also the National Coal Company.

(10) MERGER OF COAL INTERESTS INTO SUNDAY CREEK COMPANY.

(a) The holdings in these coal properties were subsequently merged and placed in the Sunday Creek Company (not Sunday Creek Coal Company). The Sunday Creek Company was organized under the laws of New Jersey with a capital stock of \$4,000,000; and it now controls more than 100,000 acres of land situated in the Hocking coal fields and the Kanawha coal district, together with about 50 coal mines and about 350 coke ovens, which are tributary to the exclusively Ohio railroads before named and the Kanawha & Michigan. When the Sunday Creek Company was incorporated, the Hocking Valley owned \$3,236,300 par value of stock in the Sunday Creek Coal Company and exchanged said stock for a like amount in the Sunday

Creek Company, and the Toledo & Ohio Central owned \$513,700 par value of preferred and common stock in the Sunday Creek Coal Company and exchanged such stock for a like amount of stock in the Sunday Creek Company—a total of \$3,750,000; and on April 23, 1906, 2,488 shares of the Sunday Creek Company were issued in a single certificate in the name of the Central Trust Company of New York to prevent their issue except upon its approval, the remaining 12 shares having been issued to qualify directors.

(b) SPECIAL TRUSTS CREATED RESPECTING SHARES IN SUNDAY CREEK COMPANY.

The Toledo & Ohio Central caused its shares in the Sunday Creek Company to be issued in the name of John H. Doyle, trustee; and in April, 1908, just before the commodities clause of the Hepburn Act was to take effect and in view of the doubts as to its constitutional validity, the company entered into an agreement with him, by which the stock was in terms sold to him as trustee for the stockholders of the company, in whose names its stock might from time to time be registered and to whom dividends should be paid, and the certificate of stock and the contract have ever since been in his possession. On April 30, 1908, another contract similar to the one just mentioned was entered into between the Hocking Valley and the Central Trust Company of New York, respecting the shares of the former in the Sunday Creek Company. After reciting, among other things, that all of these shares with others were pledged to the trustee as collateral security for the bonds issued under the first consolidated mortgage of the Hocking Valley and the Buckeye Coal & Railway Company, it was in terms agreed that the Hocking Valley had sold and assigned to the trustee all its interest in such shares of stock, subject to the lien of the mortgage and the rights of the bondholders thereunder, in trust, for the proportionate benefit of the holders of record of the stock of the Hocking Valley and for any distribution of its assets; that the trustee should have the right to vote the shares, to collect dividends, and (if the company was not in default under its mortgage) to distribute them among the holders of the

stock. Further provision was made, common to both of such trust agreements, that in the event the Supreme Court should hold the commodities clause of the Hepburn Act constitutional, the trustees should sell such shares of stock and distribute the proceeds (subject to the lien of the mortgage before mentioned respecting the Hocking Valley shares) among the registered stockholders in the Toledo & Ohio Central and the Hocking Valley, respectively. However, this provision has never been executed; the trustees still hold the legal title to the stock.

(11) THE MARCH AGREEMENT.

(a) For the avowed purpose of complying with a judgment in *quo warranto* of a circuit court of Ohio (in effect ousting the Hocking Valley from its control of and relations with the Toledo & Ohio Central, Zanesville & Western, Kanawha & Michigan, and certain coal companies before named), the Lake Shore and the Chesapeake & Ohio entered into an agreement in March, 1910, pursuant to which the Lake Shore acquired all the stock in the Toledo & Ohio Central, 45,100 shares (a majority) of stock in the Kanawha & Michigan, 5,137 shares of stock in the Sunday Creek Company, and the entire capital stock in and all the bonds of the Zanesville & Western, at an aggregate purchase price of \$10,197,874.67, and obligated itself to make provision for loaning to the Sunday Creek Company as needed, and on its notes, \$1,143,110.50; and thereupon it sold to the Chesapeake & Ohio 22,550 shares of the Kanawha & Michigan for \$1,623,600, and 11,540 shares of the Hocking Valley for \$1,384,800 (the latter stock, being the one-sixth interest that the Lake Shore had acquired through the purchase made by the trunk lines). The Chesapeake & Ohio then acquired the holdings of the other trunk lines in Hocking Valley stock, which (with the one-sixth it had previously obtained through the trunk lines purchase and the one-sixth derived under the March agreement) gave to the Chesapeake & Ohio 69,240 shares of such stock. The preferred stock of the Hocking Valley was retired in April, 1910, leaving 110,000 shares of common, of which the Chesapeake & Ohio now owns (through increase of its holdings) 88,258 shares; and

that company and the Lake Shore through additional purchases now each own 40,271 shares of the stock of the Kanawha & Michigan (being 80,542 of a total capital of 90,000 shares). The interests of the Lake Shore and the Chesapeake & Ohio in the Sunday Creek Company (through their respective holdings in the Toledo & Ohio Central and the Hocking Valley) now cover its entire outstanding capital stock, subject to the trusts and pledge before stated.

(b) Certain other portions of the March agreement are in substance as follows: A further contract for 25 years was to be made, providing that the line of the Hocking Valley and the western division of the Toledo & Ohio Central, between their terminals at Toledo and their connections with the Kanawha & Michigan at Chauncey, might (for cost of maintenance and operating expenses according to joint use) be used at the option of either for the movement of its through freight trains; that an additional contract should be made to protect the Toledo & Ohio Central and the Hocking Valley under their previous guaranty of bonds of coal companies, given under an agreement for an equal division of the coal traffic derived from the properties of such coal companies; and that an arrangement for distribution of the business, so far as could legally be made, should be effected to protect the interests of the Toledo & Ohio Central and the Hocking Valley respecting their guaranty of such coal bonds; that still another contract should be made "for trusteeing or otherwise jointly handling" the 45,100 shares in the Kanawha & Michigan. In case this stock was so placed in trust, provision was to be made for such trackage agreement with the Kanawha & Michigan as would protect the purchasing companies against loss of control of the property. Privilege was to be given, on request of either of the purchasing companies, to make certain connections between the Kanawha & Michigan Railway and the Virginian Railway or the Lake Shore or Chesapeake & Ohio, the intent being that the lines of the Kanawha & Michigan could be used to the fullest extent by either of the purchasing companies in building up its interests either in local territory on the Kanawha & Michigan or in making through routes with connections beyond it, protecting, however, all

the stockholders of that company. Provision was also made for acquiring all or part of the outstanding stock of the Kanawha & Michigan; for having that company purchase the securities of the Pomeroy Belt Railway Company, and indemnifying the Hocking Valley against liability assumed by it in the purchase thereof, and granting to it a trackage right over such belt road, etc., and for securing to the Hocking Valley trackage over the Kanawha & Michigan between Athens and Hobson, to accommodate Hocking Valley through business from or to its line between Gallipolis and Pomeroy. The whole agreement was made subject to a condition that the other roads embraced in the trunk lines purchase should sell their holdings in the stock of the Hocking Valley to the Chesapeake & Ohio.

(12) CONDITIONS INAUGURATED AND MAINTAINED UNDER THE MARCH AGREEMENT.

Since the March agreement separate and distinct officers and offices of the railroads, respectively, have been selected and maintained; and this is true also of the Sunday Creek Company. The managerial officers of the three exclusively Ohio railroads, and also of the Kanawha & Michigan and Sunday Creek Company, were, after the execution of the March agreement, instructed to exercise their own judgments respecting the interests they severally represented. Some of the provisions of that agreement have not been formally observed. Thus, the additional contract which was intended to provide for an equal division between the Toledo & Ohio Central and the Hocking Valley, of the coal traffic and business derived from the Kanawha & Michigan, has not been prepared and signed. And the independent coal operators in the coal fields in question have received greater concern and accommodations at the hands of the railroads since the agreement than they were given before. Nevertheless, since then there has not been effective competition among these exclusively Ohio railroads, including the Kanawha & Michigan, as respects the coal traffic derived either from the Sunday Creek Company or from other shippers of coal mined in the coal fields tributary to such railroads; nor has the Sun-

day Creek Company done anything to induce or promote competition among such railroads. The coal traffic of the Chesapeake & Ohio, destined northwardly by way of Gauley and Gauley Bridge, and also that of the Hocking Valley originating on its line between Gallipolis and Pomeroy, have been carried over the Kanawha & Michigan from the respective connections at Gauley Bridge and Hobson; and all such traffic, including that originating on the Kanawha & Michigan and the exclusively Ohio railroads, destined to Toledo, has been carried northwardly from Chauncey to the terminals in Toledo over the tracks embraced in the reciprocal trackage arrangement called for by the March agreement; and a substantially equal division of the coal traffic derived from the Kanawha & Michigan Railway Company has been maintained between the Hocking Valley and the Toledo & Ohio Central. In short, the practical operation and uses of the three exclusively Ohio railroads and the Kanawha & Michigan, as well as the Sunday Creek Company, have closely corresponded with the terms of the March agreement and (apart from the added Chesapeake & Ohio traffic) with such operation and uses prior to that agreement.

(12) INTENT AND EFFECT OF THE REORGANIZATION OF 1899 AND ITS
SUBSEQUENT DEVELOPMENT, AND ALSO OF THE MARCH AGREEMENT.

The union of interests designed by and brought about under and pursuant to the reorganization agreement of 1899, was intended to and did combine and monopolize the railroad and coal stocks and properties there involved in restraint of trade among the States; and the transactions that have since been carried out in accordance with the March agreement, and the union of interests there rearranged, with the concert of action occurring since then among the companies in control and those engaged in the operation of the roads and the coal interests involved, have in effect, though in different form, operated to continue the substantial evils of the old combination and monopoly, and so have resulted in unreasonably restraining trade among the States.

II.

DECREE.

This cause came on to be heard before Circuit Judges Warrington, Knappen, and Denison, upon the bill, the amendment thereto, the several answers and replications, the exhibits and evidence offered by the respective parties (defendants producing certain witnesses who testified in court), and the arguments of counsel; upon consideration whereof, and being fully advised in the premises, the court, on the issues joined, adjudges and decrees that the acts and transactions committed and carried into execution in pursuance of the reorganization agreement and otherwise, until the date of the agreement of March, 1910, were, and, further, that the acts and transactions committed and carried out in accordance with that agreement, in connection with the course of business pursued since its date, by and among the defendants and those in their control, respectively, were and are, as the same are in substance stated with respect to both periods, in the foregoing findings of fact, in violation of the act of Congress of July 2, 1890; and, in order effectively to dissolve the combination now existing, it is further ordered, adjudged and decreed, as follows:

SALE OF RAILWAY COMPANIES' INTERESTS IN STOCK OF SUNDAY CREEK
COMPANY.

(1) That the equity and interest of the Lake Shore & Michigan Southern Railway Company, the Toledo & Ohio Central Railway Company, the Chesapeake & Ohio Railway Company, and the Hocking Valley Railway Company, and each of them, in the capital stock of the Sunday Creek Company, shall be disposed of by absolute sale. That the legal title to said stock held by the trustees, viz, John H. Doyle and the Central Trust Company, under the certain agreements of April 30, 1908, in substance described in the findings of fact aforesaid, be included in said sale, and that said sale be made free from every interest or claim of said trustees or either of them, and of any and all the railway

companies last named, and of the stockholders of each and all of them.

The said the Hocking Valley Railway Company, the Toledo & Ohio Central Railway Company, the Lake Shore & Michigan Southern Railway Company, and the Chesapeake & Ohio Railway Company, each and all of them, be, and they hereby are, perpetually enjoined from directly, or indirectly, owning, holding, or acquiring any stock in said Sunday Creek Company, or in any of the companies hereinbefore named, the property of which is owned, leased, or controlled by said Sunday Creek Company, intending hereby to impose an absolute prohibition against said railway companies, or any of them, owning or controlling any shares of stock in said Sunday Creek Company, or otherwise owning or controlling, directly or indirectly, any interest in any of the coal properties in which that company is interested; and that the Sunday Creek Company be, and it hereby is, perpetually enjoined from directly or indirectly permitting any share or shares of its capital stock to be voted by or on behalf of any of the said railway companies for any purpose whatever, at any meeting or otherwise of the stockholders of said Sunday Creek Company, or permitting any of such railway companies to exercise any control over or to have anything to do with the management of said Sunday Creek Company, and likewise from paying any dividends to or for any of such railway companies.

That for the purpose of enabling said railway companies and said trustees to comply with this decree respecting the sale of stock in the Sunday Creek Company, they and each of them shall have two months from the entry hereof so to comply herewith; and if said railway companies and said trustees are able to sell said stock, they shall be and are hereby authorized and empowered to sell the same, free of any claim, lien, or equity of any of the parties to this suit, including the lien of the Central Trust Company of New York, as trustee under the consolidated mortgage made by the Hocking Valley Railway Company to it, referred to in the findings of fact aforesaid, and freed from any equity in the stockholders, or any of them, of said The Hocking Valley Railway Company or said The Toledo & Ohio Central Railway Company.

That if within said period of two months from the entry hereof, said defendants are able to comply with this decree by the absolute sale of said stock, they and each of them shall, before concluding such sale, report to this court the manner of such compliance, the name of the proposed purchaser, and tendering such purchaser before the court for examination, and the said sale and all proceedings toward the compliance with this order, shall be subject to approval, rejection or modification by the court.

That if within said period defendants do not comply with the decree in this respect, and report the same to the court for its action thereon, as above provided, then the court will otherwise provide for the sale of such stock, unless for good cause the court further extends said time, by such action as it may deem necessary and adequate to such purpose. either through appointment of a master to make such sale or of a receiver to take possession of said stock, with the power to sell and dispose of the same, or in such other manner as will enforce compliance with this decree in this respect.

(2) That the Bankers' Trust Company, as successor trustee of J. P. Morgan & Company, be, and it hereby is, perpetually enjoined from in any manner undertaking to enforce or claim any rights or benefits under the provisions of the contracts referred to in the findings of fact and relating to the equal division of the freight traffic derived from the mines or property of, or formerly held by, either the Kana-wha & Hocking Coal & Coke Company or the Continental Coal Company or both; and the defendant railway Companies herein, and each of them, are also perpetually enjoined from in any manner undertaking to carry out the provisions of such contracts.

MARCH AGREEMENT ANNULLED.

(8) That the agreement entered into on or about March 10, 1910, between the Lake Shore & Michigan Southern Railway Company and the Chesapeake & Ohio Railway Company, in substance set out in the findings of fact aforesaid, be, and the same is hereby, wholly annulled; and said railway companies, and each of them, are hereby perpetually enjoined from executing or further carrying out any of the provisions or covenants of said agreement: *Provided*,

That nothing in this paragraph shall be construed as intending to determine any question of corporate power of either of such companies, at the date of the March agreement, or since then, to purchase or hold any of the stocks or bonds acquired in pursuance of said agreement, or as intending to disturb such titles thereto as were in fact acquired, except only as respects the stock purchased and now held in the Kanawha & Michigan Railway Company.

DISPOSITION OF STOCK IN THE KANAWHA & MICHIGAN RAILWAY.

(4) That the ownership of the Lake Shore & Michigan Southern Railway Company and the Chesapeake & Ohio Railway Company (although not in form joint, but separate) in the stock of the Kanawha & Michigan Railway Company, and the resulting control of the latter company inhering in such holdings, were acquired in violation of the laws of the United States and are unlawful; and in order to avoid further infraction of the Federal law in this respect, either the stock so held by the Chesapeake & Ohio Railway Company shall be sold and transferred to the Lake Shore & Michigan Southern Railway Company, or such holdings of both of said companies shall be disposed of by absolute sale, in manner following:

(a) If the Lake Shore & Michigan Southern Railway Company shall elect so to do, upon its own responsibility as to its corporate authority to acquire and hold the same, it may, within forty days from the date hereof, propose in writing to pay for the stock in the Kanawha & Michigan Railway Company so held by the Chesapeake & Ohio Railway Company a sum equal to one-half the total price paid therefor by both companies, without interest, or such other sum as the two companies shall agree upon, either in cash or upon time and terms of security satisfactory to the Chesapeake & Ohio Railway Company; and such proposal, whether it be the specific sum above stated or an agreed sum, including all terms and conditions of the proposal, shall be submitted to the court for approval, modification, or rejection; but no proposal involving a trackage privilege in favor of the Chesapeake & Ohio Railway Company in or over any portion of the tracks of the Kanawha & Michigan Railway

Company will be considered save only on cause shown to meet temporary exigency; but if the Lake Shore & Michigan Railway Company shall within twenty days from the date hereof file with the court a written refusal to make such proposal, or failing so to do and also failing, within the period of forty days before fixed, to present any proposal for the purchase of such stock, then and in either such event;

(b) Said the Lake Shore & Michigan Southern Railway Company and the Chesapeake & Ohio Railway Company shall thereupon comply with the requirement of this decree respecting the absolute sale of their stock in the Kanawha & Michigan Railway Company; and they shall have sixty days from the date of the filing of such written refusal, or, in case written refusal is not filed, then from the expiration of the time so given, to effect the purchase as aforesaid, to dispose of their said stock; and if the companies are able to sell the same, they shall be and are hereby authorized to sell it to any responsible railroad company not a party to this suit and entitled to purchase and hold the stock; such sale to be free of any claim, lien, or equity, of any of the parties to this suit; but said selling company shall, before concluding the sale, report to this court all its terms and conditions, the name of the proposed purchaser, and bring such purchaser (through an authorized representative) before the court for examination; and the said sale and all proceedings looking to the compliance with this decree, shall be subject to the court's approval, modification or rejection.

That if within said period said companies do not comply with the decree in this respect and report the same to the court for its action thereon, as above provided, then, unless for good cause the time shall be further extended, the court will otherwise provide for the sale of such stock by such action as it may deem necessary and adequate to such purpose, either through appointment of a master to make such sale, or of a receiver to take possession of said stock with the power to sell and dispose of the same, or in such other manner as will enforce compliance with this decree.

(c) That in case a sale of the shares of stock of the Chesapeake & Ohio Railway Company in the Kanawha & Michigan Railway Company shall be made to the Lake

Shore & Michigan Southern Railway Company and such sale shall be approved by the court, then the Chesapeake & Ohio Railway Company shall be and it is hereby perpetually enjoined—and in case such sale shall not be so effected and approved, then both of said companies, to wit, the Lake Shore & Michigan Southern Railway Company and the Chesapeake & Ohio Railway Company, and each of them, shall be and they are hereby perpetually enjoined—as respects the owning, holding, acquiring or controlling of any stock or interest in said Kanawha & Michigan Railway Company (and said last-named company is in either such event also perpetually enjoined in respect of its capital stock and property) in the same manner and to the same extent in each and every particular as is above provided in relation to the capital stock and the management and control of the Sunday Creek Company and its property; and each and all of the provisions in paragraph one (1) of this decree (concerning Sunday Creek Company), in the respects mentioned, are hereby referred to, and so far as they can in effect be made applicable hereto, they shall be treated the same as if each were at large repeated and incorporated herein with respect to the several railway companies named in this paragraph.

(5) Nothing in this decree is intended or shall be construed to prevent any of the defendant railway companies from entering into agreements for the joint carrying of through traffic according as the same is or shall be permitted by the laws regulating common carriers of interstate commerce.

QUESTIONS RESERVED AS TO CERTAIN RECIPROCAL TRACKAGE USE.

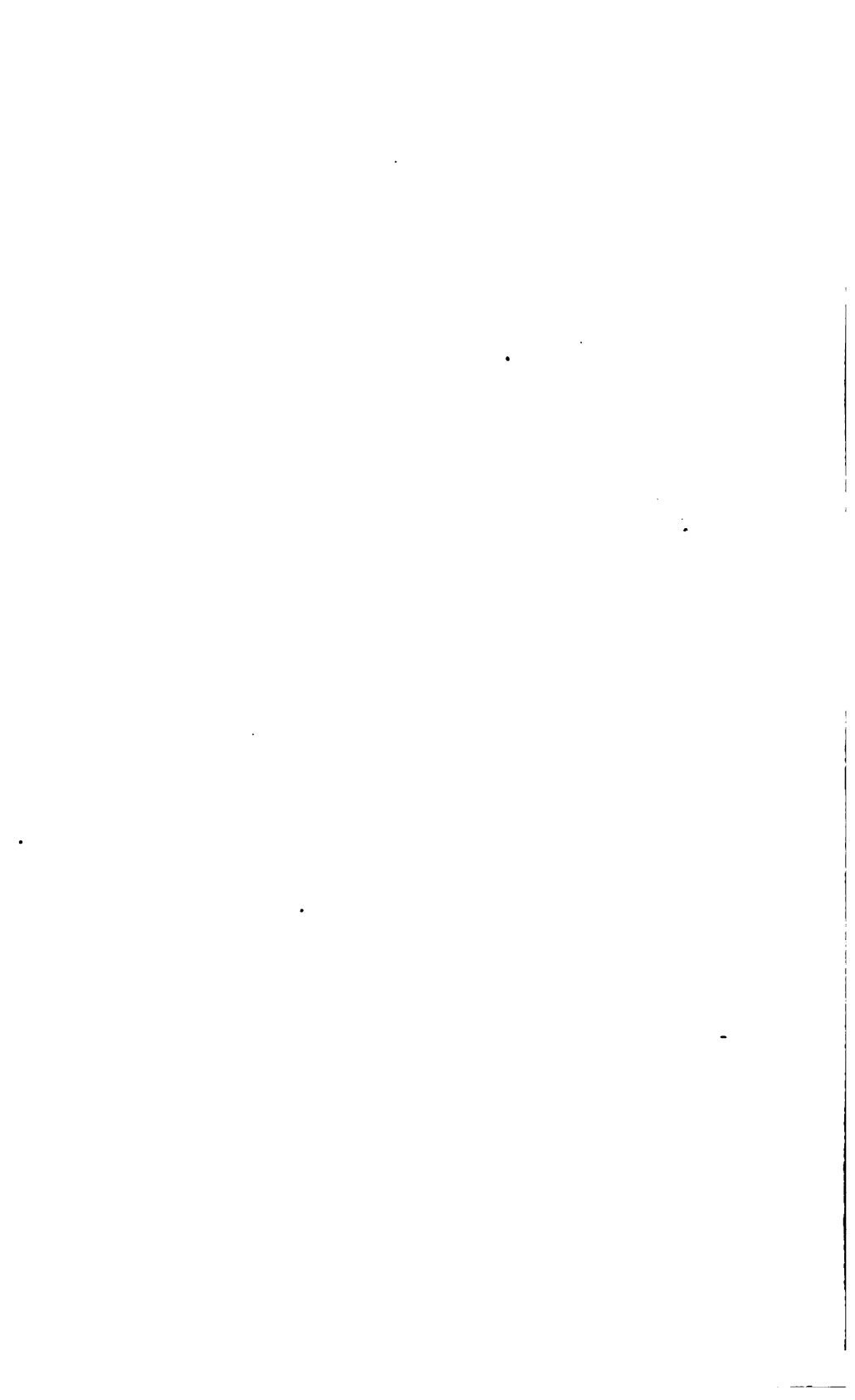
(6) All questions touching the continuance of the reciprocal trackage arrangement between Toledo and Chauncey or Armitage, as the case may be, are reserved until completion of terms of sale of stock in the Kanawha & Michigan Railway Company according to the requirements of this decree.

FURTHER COMBINATION ENJOINED.

(7) That the parties defendant in this cause, each and all of them, are perpetually enjoined from carrying into further effect the combination adjudged unlawful in this cause, and from entering into or forming any similar combination, the effect of which will be to restrain commerce among the States, or to prolong the unlawful monopoly of such commerce, as adjudged herein, in violation of the act of Congress approved July 2, 1890.

(8) That jurisdiction of this cause be retained by this court for the purpose of making such other and further orders and decrees as may be necessary to the due execution of this decree and the complete dissolution of the combination and monopoly herein condemned.

Dated March 14, 1914.



UNITED STATES v. STANDARD WOOD COMPANY.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

vs.

STANDARD WOOD COMPANY AND OTHERS, DEFENDANTS.

DECREE.

The petitioner, the United States of America, having filed its petition herein on the 19th day of September, 1911, and all of the defendants having duly appeared herein, and all of said defendants having failed to answer and now being in default herein except the defendants Pennsylvania Wood Company, Keystone Wood Company, Joseph Fischer and Long Island Wood Company, and the petitioner having filed its consent herein that the petition be dismissed as to the said defendants Pennsylvania Wood Company, Keystone Wood Company, Joseph Fischer and Long Island Wood Company, and the petitioner having moved the court for a decree in accordance with the prayer of the petition as against all of the other defendants, and said motion coming on to be heard, Now upon proof of due service of notice of this application on the Solicitors for all of the defendants and after hearing Evan Shelby of counsel for the petitioner and no one opposing, it is

ORDERED, ADJUDGED AND DECREED that the petition be dismissed as against the defendants Pennsylvania Wood Company, Keystone Wood Company, Joseph Fischer and Long Island Wood Company, and as to all of the other defendants herein it is

ORDERED, ADJUDGED and DECREED that the said defendants and each and every of them have entered into and engaged in an unlawful combination and conspiracy to restrain the trade and commerce among the several states of the United States in bundled kindling wood and to monopolize the same, in violation of the act of Congress approved July 2nd, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies,"

by means of the contracts and agreements described in the petition herein, that is to say, contracts and agreements to manage and conduct their trade in bundled kindling wood without competition among themselves, to limit and restrict the manufacture and sale of bundled kindling wood throughout the several states of the United States, to fix and maintain uniform and non-competitive prices for the same, and to prevent others from engaging in the manufacture and sale thereof:

That the contracts between the Standard Wood Company and the other defendants herein, set forth in the petition herein, are unlawful contracts and were entered into by the parties thereto in violation of the said Act of Congress approved July 2nd, 1890:

That said defendants and each and every of them, their officers, directors, agents, servants and employees be and they hereby are enjoined and restrained from continuing or carrying into further effect the combination adjudged illegal hereby, from entering into any similar combination, conspiracy or contract the purpose or effect of which is or will be to restrain commerce in bundled kindling wood among the states or territories of the United States, or to prolong the unlawful monopoly of such commerce obtained and possessed by said defendants as before stated in violation of the Act of July 2nd, 1890, and from making any express or implied agreement or arrangement together, or one with another, like or similar to those adjudged illegal hereby, relative to the prices or terms of purchase of bundled kindling wood, or relative to the quantities thereof purchased, sold, transported or manufactured by any of the defendants, which will have a like effect in restraint of commerce among the states to that of the combination, the operation of which is hereby enjoined:

That said defendants and each and every of them be and they hereby are enjoined and restrained from continuing to carry out the purposes of the contracts described in the petition herein or any of them and they are hereby required to desist and withdraw from all connection therewith.

Dated, March 11th, 1912.

ALFRED C. COXE,
Acting U. S. District Judge.

UNITED STATES v. UNITED STATES STEEL CORPORATION.

223 Fed. 55; 240 U. S. 442.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF NEW JERSEY.

THE UNITED STATES OF AMERICA, PETITIONER,
AND
UNITED STATES STEEL CORPORATION AND OTHERS, DEFEND-
ANTS.

FINAL DECREE.

This cause came on for final hearing at this Term, and was argued by counsel, and thereupon, upon consideration of the arguments, pleadings and proofs, it was ORDERED, ADJUDGED and DECREED as follows, viz:

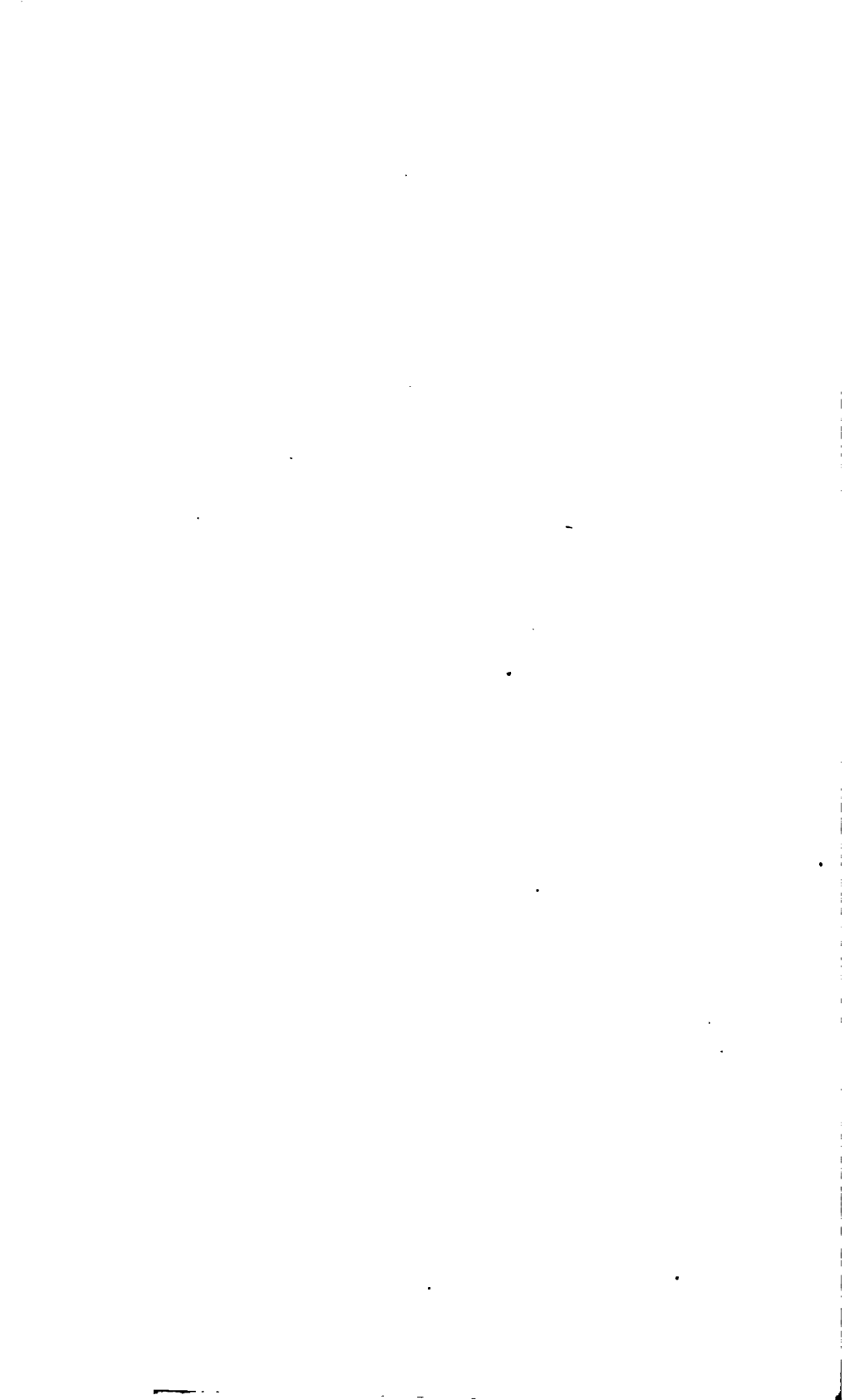
That the prayer of the petition of the United States of America be, and the same is hereby denied, and that the said petition be, and the same is hereby dismissed.

Per Curiam.

SEPT. 10TH, 1915.

JOS. BUFFINGTON,
WM. H. HUNT,
JOHN B. MCPHERSON,
VICTOR B. WOOLLEY.

Circuit Judges.



UNITED STATES v. NATIONAL CASH REGISTER CO.

IN THE DISTRICT COURT OF THE UNITED STATES, SOUTH-
ERN DISTRICT OF OHIO, WESTERN DIVISION.

In Equity No. 6802.

THE UNITED STATES OF AMERICA, PLAINTIFF,

vs.

**THE NATIONAL CASH REGISTER COMPANY, JOHN H. PATTER-
SON, E. A. DEEDS, G. C. EDGETER, W. F. BIPPUS, ROBERT
PATTERSON, J. A. OSWALD, S. W. DAVIES, GEORGE G. SHAW,
E. H. BUNSTINE, H. G. CARNELL, A. A. THOMAS, THOMAS
J. WATSON, JOSEPH ROGERS, ALEXANDER HARNED, F. S.
HIGH, M. G. KEITH, W. M. CUMMINGS, J. C. LAIRD, PLINY
EVES, A. A. WENTZ, GEORGE E. MORGAN, C. T. WALMSLEY,
W. C. HOWE, C. A. SNYDER, WALTER COOL, E. H. EPPER-
SON, MYER N. JACOBS, AND M. L. LASLEY, DEFENDANTS.**

FINAL DECREE.

This day come the parties, by their counsel, and thereupon the defendants hereinafter named, consenting not to oppose the entry of the following decree, as more fully appears by their written consent on file herein, and the plaintiff, through its counsel, having moved for an injunction, on consideration thereof the Court finds for the plaintiff and against said defendants, and that the plaintiff is entitled to the relief prayed for in the following particulars:

It is therefore ORDERED, ADJUDGED and DECREED:

FIRST. That the defendants, The National Cash Register Company, John H. Patterson, G. C. Edgeter, W. F. Bippus, Robert Patterson, George G. Shaw, H. G. Carnell, Alexander Harned, F. S. High, M. G. Keith, W. M. Cummings, J. C.

Laird, Pliny Eves, C. T. Walmsley, C. A. Snyder, E. H. Epperson, Myer N. Jacobs, and M. L. Lasley, have combined to restrain and have attempted to monopolize interstate and foreign trade and commerce in cash registers in violation of Sections 1 and 2 of the Anti-Trust Act of July 2, 1890, by one or another of the means hereinafter enjoined.

SECOND. That the defendant, The National Cash Register Company, its directors, officers, agents, and employees, and the individual defendants, John H. Patterson, G. C. Edgeter, W. F. Bippus, Robert Patterson, George G. Shaw, H. G. Carnell, Alexander Harned, F. S. High, M. G. Keith, W. M. Cummings, J. C. Laird, Pliny Eves, C. T. Walmsley, C. A. Snyder, E. H. Epperson, Myer N. Jacobs, and M. L. Lasley, their employees, agents, and servants, and any other persons authorized to act or acting for or in behalf of any of them be and they are hereby jointly and severally enjoined and restrained as follows:

(a) From persuading or inducing, or attempting to persuade or induce, a purchaser of a cash register or other registering device manufactured or sold by any competitor, or a person who has agreed or contracted to become such purchaser, to break or repudiate his contract of purchase, or to return or refuse to receive the cash register or other registering device so bought or agreed to be bought, or to refuse to pay for the same in accordance with his agreement with said competitor.

(b) From espionage upon a competitor or his agent, or a solicitor of a competitor, or upon a retail dealer in the cash registers or other registering devices of a competitor, for the purpose of obtaining the names or addresses of purchasers or prospective purchasers from any such competitor or retail dealer, or for the purpose of obtaining any other information as to his private affairs or business; and from using any information so obtained in order to dissuade or endeavor to dissuade any person or persons from purchasing any cash register or other registering device manufactured or sold by a competitor.

(c) From inducing or attempting to induce, either directly or through another, any employee or ex-employee of any competitor, or of his agent, or dealer, to disclose to said defendants, or to either of them or to any person for them

or for either of them the business secrets of his employer or former employer.

(d) From inducing, or attempting to induce, any employee or agent of a competitor, or any dealer in the cash registers or registering devices of a competitor, to leave the service of such competitor or to cease to deal in such competitor's cash registers or other registering devices, and from employing or attempting to employ any such agent or employee so induced to leave the service of a competitor, or any such dealer so induced to cease dealing in the cash registers or other registering devices of a competitor, as an agent or employee of the defendant corporation or any company organized as a successor to its business in whole or in part.

(e) From using any information as to the trade secrets or business confidences of any competitor which shall have been derived from any person who shall have been in the employ of any such competitor and which shall have been obtained by him in the course or by means of such employment.

(f) From manufacturing, selling or offering for sale any cash register or other registering device made to resemble in appearance a competing register or registering device, or producing, or designed to produce, the same or similar results, or performing, or designed to perform, the same or similar functions, when sold or offered for sale, not in good faith for the purpose of earning profits therefrom, but for the dominant purpose of preventing sales of such competing cash registers or registering devices, or of inducing the purchaser or owner of the competing cash register or registering device to substitute therefor one of such similar machines; or from selling any cash register or registering device at a price fixed with reference not to the cost of manufacture but solely with reference to the price of the said competing cash register or registering device, for the purpose of driving from business in interstate or foreign commerce the manufacturer of or dealer in such competing cash registers or other registering devices.

(g) From selling or otherwise disposing of any cash register or other registering device manufactured by a competitor,

whether acquired by purchase, exchange or otherwise, not for the purpose of realizing therefrom as much as practicable but for the dominant purpose or intent of preventing sales by a competitor or retail dealer in the cash registers or registering devices of a competitor; and from acquiring any such cash register or other registering device, manufactured by any competitor, for any of the purposes specified in this subparagraph of this decree.

(h) From selling or otherwise disposing of any second-hand cash register or other registering device of the defendant's own make for the purpose not of realizing therefrom as much as practicable but for the dominant purpose of underselling a competitor and driving him from business; Provided, that nothing herein contained shall prevent any sale or offer at a price made in good faith to meet competition.

(i) From employing any person, whether known as a "special man," or "competition man," hereby defined to be an employee, to have as his principal business not the promotion of the sale of the cash registers or other registering devices of the make of the defendants, or the solicitation of orders therefor, but the prevention of sales of cash registers or other registering devices by a competitor, or his agent, or dealer.

(j) From following from one city or village to another, or from one place in the same city or village to another place therein, any competitor, or his salesman, or agent, or any dealer in a competitive cash register or other registering device, for the purpose of interfering with or hindering such competitor, salesman, agent, employee, or dealer, while attempting to sell any cash register or other registering device, or for the purpose of ascertaining the names of the persons upon whom, or the places of business at which, such competitor, salesman, agent, employee, or dealer, may call.

(k) From making, or circulating, or causing to be made or circulated, any statement, report, representation, or insinuation reflecting upon the solvency or responsibility, financially or otherwise, of any competitor, or upon the efficiency of any competing cash register or other registering device, when such statement, report, representation, or insinuation is either a misrepresentation or is made for the mere purpose, not of directly promoting the sale of registers or other

registering devices manufactured by defendants, but of preventing the sale of competing cash registers or other registering devices, or of driving such competitor from business.

(l) From using or publishing, or causing to be used or published, any document, circular, or letter, the purpose or intent of which is to recommend or suggest to agents or employees of the defendants the doing of any act herein forbidden; and from in any manner communicating to such agents or employees any means of accomplishing or bringing about any such act.

(m) From intimidating, or attempting or threatening to intimidate any competitor or any person contemplating becoming a competitor in the manufacture or sale of cash registers or other registering devices in interstate or foreign commerce by maintaining or making a display of models of machines of the defendants' make, together with various rival machines which they were built to resemble or to displace, or by maintaining or making a display of quantities of second-hand registers or other registering devices of a competitor, or by displaying placards or statements purporting to show the amounts lost by various competitors in an effort to compete with the defendant corporation, or its predecessors, and from intimidating, or attempting or threatening to intimidate, by any such means, investors or persons contemplating becoming investors in the stocks or other securities of competing companies formed or to be formed.

(n) From maintaining as an ostensible competitor any corporation or organization owned, directed or controlled, by stock ownership or otherwise, by said defendants or any of them or affiliated with them, or any of them without disclosing the connection with the said defendants.

(o) From intimidating, or attempting or threatening to intimidate purchasers or prospective purchasers of competing cash registers or other registering devices, with suit or liability for patent infringement unless and until such claim of infringement has been sustained by a court of competent jurisdiction. But nothing herein contained shall prevent defendant corporation or its proper representative from serving in good faith upon any such purchaser a formal notice of its claim of infringement.

(p) From acquiring ownership or control directly or indirectly, by means of stock ownership or otherwise, of the whole or an essential part of the business, patents, or plant of any competitor engaged in the manufacture or sale of cash registers or other registering devices in interstate or foreign commerce; Provided, that in case any such acquisition is desired, a petition may be presented to this Court stating the reasons therefor, and if the Court upon investigation into all the circumstances of the case and after notice of not less than sixty days to the Attorney General shall determine that such business or patents or plant so desired to be acquired will supplement the plant, patents, machines, or facilities of the defendant corporation and that the acquisition thereof is desired for that purpose and will not substantially lessen competition, then jurisdiction is reserved to pass an order permitting the same upon such terms and conditions as may be right.

THIRD. That jurisdiction of this cause be and is hereby retained for the purpose of enforcing this decree, and for the purpose of enabling the parties to apply to the Court for modification hereof if it be hereafter shown to the satisfaction of the Court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in interstate or foreign trade in cash registers or other registering devices in the United States, or have become unduly oppressive to the defendants and are no longer necessary to secure or maintain competitive conditions in such interstate and foreign trade.

FOURTH. That defendants pay the costs of this suit to be taxed.

FIFTH. That said petition be and it is hereby dismissed without prejudice as against the defendants S. W. Davies, E. H. Bunstine, A. A. Thomas and A. A. Wentz.

HOLLISTER,
Judge.

FEBRUARY 1, 1916.

UNITED STATES v. UNITED SHOE MACHINERY CO.

227 Fed. 507.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

March Term, 1915

UNITED STATES OF AMERICA, PETITIONER.

vs.

**UNITED SHOE MACHINERY COMPANY, OF NEW JERSEY, AND
OTHERS, DEFENDANTS.**

DECREE.

Putnam and Dodge, Circuit Judges, and Brown, District Judge.

This cause came on to be heard at the March Term of this Court, to-wit: On the 20th of May, 1913, and hearings were held from time to time thereafter; the evidence of all the witnesses (except certain testimony as to patents which was taken by an Examiner, as further appears in the record of this cause) being heard orally in open court by three judges, a certificate of the Attorney General for speedy hearing by three judges having been filed on May 20, 1912, under Act of Congress of February 11, 1903, 32 Stat. 823, and the court having carefully considered the pleadings of the parties and their evidence, and heard the counsel, Now, on motion of Charles F. Choate, Jr., Esq., of counsel for the defendants, it is ordered, adjudged and decreed that the bill of the United States of America be and the same hereby is dismissed.

All stipulations of record in the cause in respect to disbursements, are hereby confirmed and decreed.

By the Court:

WILLIAM NELSON, *Clerk.*

[May 14, 1915.]

**UNITED STATES v. PACIFIC COAST PLUMBING SUPPLY
ASSOCIATION.**

IN THE CIRCUIT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF CALIFORNIA, SOUTHERN
DIVISION.

UNITED STATES OF AMERICA, PETITIONER,
vs.
PACIFIC COAST PLUMBING SUPPLY ASSOCIATION AND OTHERS,
DEFENDANTS.

DECREE OF INJUNCTION.

This cause coming on to be heard before the Honorable
Olin Wellborn, United States district judge, and the parties
herein having duly appeared by counsel, and petitioner
having moved the court for an injunction in accordance
with the prayer of the bill, and by consent of all parties in
open court,

Now, therefore, it is adjudged, ordered, and decreed as
follows:

(1) That the said defendants, the Pacific Coast Plumbing
Supply Association and all the members of said association,
National Committee of the Confederated Supply
Associations,

H. R. Boynton Co.,

A. H. Busch Co.,

Crane Co.,

Harper & Reynolds Co.,

Holbrook, Merrill & Stetson,

W. W. Montague & Co.,

The Tay Co. of Los Angeles,

N. O. Nelson Manufacturing Co.,

Dalziel-Moller Co.,

Haines, Jones & Cadbury,

R. W. Kinney Co.,

Mark-Lally Co.,
 George H. Tay Co.,
 Miller-Enwright Co.,
 P. F. Howard Co.,
 Western Metal Supply Co.,
 The Gauld Co.,
 M. L. Kline,
 California Steam and Plumbing Supply Co.,
 The Peerless Pacific Co.,
 Bowles Co.,
 The A. Hambach Co.,
 Holley-Mason Hardware Co.,
 Hughes & Co.,
 Walsh & Gardner,
 William H. Burnham,
 H. M. Haldeman,
 C. H. Roddan,
 B. N. Coffman,
 C. L. Moore,
 S. W. Hughes,
 Al E. Goddard,
 Frank S. Hanley,
 A. H. Busch,
 Thomas A. Burk,
 F. H. Knapp,
 C. W. Weld,
 Jud Saeger,
 F. A. Nitchey,
 Lewis B. Peeples,
 Charles F. Harper,
 C. C. Reynolds,
 Isaac B. Newton,
 Charles Holbrook,
 William Swartley,
 H. Morris,
 E. A. Blodgett,
 W. W. Montague,
 A. A. Watkins,
 A. Cheminant,
 L. Kimble,
 Carl Parker,

Francis J. Baker,
W. S. Babson,
John J. Foy,
James Dalziel,
Andrew Dalziel,
H. C. Marsh,
Ralph W. Kinney,
J. H. Wright,
Harry T. Lally,
Clarence Mark,
T. L. Enwright,
D. M. Miller,
G. A. Burns,
P. F. Howard,
Alice T. Corrigan,
B. W. McKenzie,
W. H. Beckett,
Charles Gauld,
H. D. Curtis,
M. L. Kline,
George R. Smith,
H. F. Weaver,
C. D. Bowles,
Albert Hambach,
A. E. Koephli,
F. H. Mason,
J. M. Dutton,
E. J. Walsh,
A. R. Gardner,
E. H. Hughes,
Alfred A. Fowle, and
Joseph R. Whalen,

and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing together, or with others, expressly or impliedly, directly or indirectly, to prevent manufacturers of plumbing supplies engaged in selling and shipping plumb-

ing supplies among the several States from selling or shipping such supplies to any person who is not a member of the said Pacific Coast Plumbing Supply Association, or who is not listed on the so-called Blue Book published by the said defendant, National Committee of the Confederate Supply Associations, and entitled "List of Jobbers of Plumbing Supplies in the United States," or any book, pamphlet, or list of like character; and that they and all and each of them be and are likewise enjoined and prohibited from publishing, causing to be published, or aiding in the publication, distribution, or circulation of any book, pamphlet, or list wherein is contained the names of jobbers of plumbing supplies located in the territory embraced by the said Pacific Coast Plumbing Supply Association, to wit, the States of California, Washington, and Oregon, who have announced their intention or agreed, directly or indirectly, expressly or impliedly, to work in harmony with said association, or who conform or are supposed to conform to the definition of a jobber as given in said Blue Book, or any other arbitrary definition that may be adopted by defendants, or any of them, or by any other body or person.

2. That the said defendants, and each and all of them, their directors, officers, agents, servants, and employees, be and are hereby enjoined and prohibited from publishing or distributing or aiding in the publication or distribution of any list or lists of manufacturers of plumbing supplies who have expressly or impliedly, directly or indirectly, agreed to sell only to members of said Pacific Coast Plumbing Supply Association, or only to persons, firms, or corporations listed in said Blue Book or in any book, pamphlet, or list of like character; and they are also enjoined and prohibited from circulating or causing to be circulated or aiding in the circulation of the name of any manufacturer of plumbing supplies who is or may be selling and shipping plumbing supplies to persons, firms, or corporations who are not members of said Pacific Coast Plumbing Supply Association, or who are not listed in said Blue Book, or any book, pamphlet, or list of like character.

(3) That the said defendants and their directors, officers, agents, servants, and employees be, and are hereby, enjoined

and prohibited from circulating or causing to be circulated or aiding in the circulation of the name of any person, firm, or corporation, located in the territory embraced by the said Pacific Coast Plumbing Supply Association, to wit, the States of California, Washington, and Oregon, who is or may be desirous of doing or attempting to do an interstate and foreign trade and commerce as a jobber of plumbing supplies, but who is not a member of said Pacific Coast Plumbing Supply Association, or listed in said Blue Book, or any book, pamphlet, or list of like character, and they are enjoined and prohibited from publishing or distributing or aiding in the publication or distribution of any list or lists of persons, firms, or corporations, located in said territory, who are not members of said Pacific Coast Plumbing Supply Association, but who are attempting to do business as jobbers of plumbing supplies, though not recognized by defendants as legitimate jobbers, and not listed in said Blue Book, or any book, pamphlet, or list of like character.

4. That the said defendants, their directors, officers, agents, servants, and employees, and each and all of them, be and are enjoined and prohibited from combining or conspiring together to boycott any manufacturer engaged in interstate or foreign commerce in plumbing supplies, for or on account of any such manufacturer having sold, or being about to sell, plumbing supplies to any person, firm, or corporation located in said territory who is not a member of said Pacific Coast Plumbing Supply Association, or who is not listed on said Blue Book, or any book, pamphlet, or list of like character, and also from combining and conspiring together to prevent any person, firm, or corporation located in said territory from being able to purchase such plumbing supplies from manufacturers of the same, or from other dealers therein, and, further, from communicating, either directly or indirectly, with any manufacturer or dealer for the purpose of inducing such manufacturer or dealer not to sell plumbing supplies to any person, firm, or corporation located in said territory because such person, firm, or corporation is not a member of said association, or does not conform, or is supposed not to conform, to the definition of a jobber as given in said Blue Book, or any other arbitrary

definition that may be adopted by defendants or any of them, or by any other body or person.

5. That the defendants, their officers, directors agents, servants, and employees, be and are hereby enjoined and prohibited from combining, conspiring, confederating, or acting together to prevent any person, firm, or corporation located in said territory from engaging in interstate and foreign trade and commerce as a jobber of plumbing supplies, by any of the unlawful means described in the petition.

6. That the defendants, their officers, directors, agents, servants, and employees, be and are hereby enjoined and prohibited from engaging in or carrying into effect the combination described in the original petition and adjudged illegal hereby, and from engaging in or entering into any like combination or attempt to monopolize, the effect of which would be to restrain commerce in plumbing supplies among the several States of the United States, or in the Territories of the United States, or with foreign nations, and from making any express or implied agreement or arrangement together, or one with another, like that adjudged illegal herein, the effect of which would be to prevent the flow of interstate and foreign trade and commerce in plumbing supplies from the manufacturer to the consumer from being free and unrestrained.

OLIN WELLBORN,
United States District Judge.

[January 6, 1912.]

UNITED STATES v. KEYSTONE WATCH CASE CO.

218 Fed. 502.

**IN THE DISTRICT COURT OF THE UNITED STATES EASTERN
DISTRICT OF PENNSYLVANIA.**

In Equity No. 773.

UNITED STATES OF AMERICA, PETITIONER.

vs.

**THE KEYSTONE WATCH CASE COMPANY, CALEB F. FOX,
EDWARD T. STOTESBURY, JOHN G. MUELLER, CHARLES M.
FOGG, F. H. KAIN AND IRVING SMITH, DEFENDANTS.**

FINAL DECREE.

(Filed 4 June, 1915.)

Per Curiam.

This cause having come on for final hearing, and having been argued by counsel before three circuit judges under the Expediting Act of February 11, 1903, as amended June 25, 1910, and the pleadings, proofs and arguments having been considered, and the opinion of the Court having been filed, it is now, the fourth day of June, 1915, ordered, adjudged and decreed:

First: That the above named defendants have combined together in violation of the Anti-Trust Act of Congress of July 2, 1890, in the following respects, namely:

(1) They have unlawfully restrained, or attempted to restrain, the trade of the Keystone Watch Case Company's competitors, and also the trade of certain wholesale dealers or jobbers in filled watchcases, by the following means:

(a) By selecting a certain number of the largest and most prominent jobbers or wholesalers of filled watchcases in the United States, and by sending to each of them the following letter, with the purpose and object of establishing an unlawful policy and system of price-fixing, and of

restraining the lawful trade of their competitors and the lawful trade of such dealers;

"THE KEYSTONE WATCH CASE COMPANY,

"NINETEENTH AND BROWN STS.,

"Philadelphia, January 15th, 1910.

"DEAR SIR: We enclose herewith our new price list which we are mailing to the retail trade to-day. These prices are subject to the usual catalogue discount and the case discount only.

"We also enclose memoranda of the prices at which Boss, Crescent, Planet, Crown, and Silveroid cases and Excelsior watches will be billed in future to our jobbers. These prices are net, subject to cash discount only.

"These prices are confidential:

"For the best interests of our business we have determined to sell our goods exclusively to jobbers whom we find voluntarily conforming to our wishes as to the disposition by them of such goods.

"We shall make all specific sales, except of Howard watches, without any restrictions whatever.

"Whether or not our wishes as hereinafter stated be complied with, we shall from time to time exercise our right to select the jobbers to whom we shall sell our goods, and we shall, irrespective of any past dealings, refuse to sell to those jobbers who, in our opinion, handle our goods in a manner detrimental to our interests, or whose dealings with us are in any other respect unsatisfactory.

"Our present wishes are as follows:

"First: Our goods bearing the following trade-marks, to wit, Boss, Crescent, Planet, Crown, Silveroid, and Excelsior, will be sold by us to our jobbers at fixed prices, subject to a cash discount, and we desire that sales of these goods by jobbers, whether to retailers or jobbers, shall be without deviation at the prices fixed by us for sales to retailers, subject only to the cash discount.

"Second: Howard watches are sold only under the terms of the license covering their sales.

"Third: On all our other goods we place no restrictions as to the prices at which they are to be sold by jobbers.

"Fourth: And, further, we desire that the jobbers to whom we sell our goods bearing the following trade-marks, to wit, Howard, Boss, Crescent, Planet, Crown, Silveroid, and Excelsior, shall not deal in any watch cases other than those manufactured by us.

"Fifth: All advertisements of our goods will be subject to our approval.

"Very truly yours,

"THE KEYSTONE WATCH CASE COMPANY."

(b) By enforcing, or attempting to enforce, the policy and system manifested in said letter by means of other acts and declarations prior and subsequent to the date thereof, these acts and declarations consisting of solicitations and threats, both oral and written.

(2) By employing a notice accompanying a patented watch known as the Howard Watch, manufactured by the Keystone Watch Case Company—which notice was intended to be operative after the sale of the watch by the defendants to the wholesaler or jobber—for the purpose of fixing the minimum price at which the retailer, who purchased from the wholesaler or jobber, should sell such watch to the consumer.

Second: The defendant corporation, its directors, officers, agents and servants, as well as the individual defendants, and all other persons when acting for or in behalf of the defendant corporation, are therefore hereby enjoined jointly and severally as follows:

(a) From carrying out in any manner or by any means whatsoever, the policy and system manifested in said letter, and in the other acts and declarations referred to.

(b) From employing the notice referred to, or any other notice of like character and effect, in cases where such Howard watches are purchased from the wholesaler or jobber, and are not purchased directly from the defendant corporation.

Third: The other relief prayed for in the petition is denied; but nothing herein contained shall be construed to bar the government from obtaining such additional relief hereafter as may then seem appropriate, this court hereby retaining jurisdiction of the bill for that purpose.

UNITED STATES v. AMERICAN-ASIATIC LINE.

220 Fed. 230; 242 U. S. 537.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

In Equity No. 917.

UNITED STATES OF AMERICA, PETITIONER,

vs.

**AMERICAN-ASIATIC STEAMSHIP COMPANY, ET AL.,
DEFENDANTS.**

The United States of America having filed its petition herein on the 30th day of March, 1912, and the defendants, Dodwell & Co. Limited, Bucknall Steamship Lines Ltd., Skeffington S. Norton, Joseph T. Lilly, Edward N. Norton, Prince Line, Ltd., New York & Oriental Steamship Co. Ltd., Lancashire Shipping Co., Ltd., Rankin, Gilmour & Co. Ltd., Barber & Co. Inc., Herbert Barber, James Barber, A. Houtman, American-Asiatic Steamship Co., Hamburg-Amerikanische-Packetfahrt Aktien-Gesellschaft, Indra Line, Ltd., Houlder, Weir & Boyd, Inc., Howard Houlder & Partners Ltd., Houlder, Middleton & Co., Ltd., William Barclay Parsons, Robert H. Blake, William Boyd, Robert A. Sewell, Wilhelm Voelkens, Paul Gottheil, William L. Walther, Thomas A. Sparks, Hans W. Voelkens, Robert H. Goodwin, and Anglo-American Oil Co., Ltd., having duly appeared and answered herein;

Now, therefore, comes the United States of America, by H. Snowden Marshall, Esq., United States Attorney for the Southern District of New York, and Ernest E. Baldwin and Stanley D. Montgomery, Special Assistants to the United States Attorney General, and come also the defendants by their solicitors, Spooner & Cotton, Convers & Kirlin, Burlingham, Montgomery & Beecher, Simpson, Thacher & Bartlett and Davies, Auerbach & Cornell; and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Henry Wade

Rogers on the pleadings and proof, and the petitioner having moved the Court for an injunction in accordance with the prayer of the petition:

WHEREFORE it is hereby ordered, adjudged and decreed:

1. As to all prayers for relief the petition is dismissed without costs to either side.

Dated: New York, March 11th, 1915.

E. HENRY LACOME,
ALFRED C. COXE,
H. G. WARD,
HENRY WADE ROGERS.

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE UNITED STATES COURT HOUSE AND POST OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 23d DAY OF MARCH, 1917.

Present: Hon. Learned Hand, district judge.

E-9-117.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

AMERICAN-ASIATIC STEAMSHIP COMPANY, ET AL., DEFENDANTS.

The United States of America having appealed to the Supreme Court of the United States from the decree of this court entered herein March 18, 1915, and said appeal having duly come on to be heard, and having been argued by counsel, and said Supreme Court of the United States having sent hither its mandate in words and figures as follows:

UNITED STATES OF AMERICA, SS:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

TO THE HONORABLE THE JUDGES OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK. GREETING:

WHEREAS, lately in the district court of the United States for the Southern District of New York, before you, or some of you, in a cause between the United States of America, petitioners, and American-Asiatic Steamship Company, et al., defendants, in equity, No. 9-117, wherein the decree of the said district court, entered in said cause on the 18th day of March. A. D., 1915, is in the following words, viz:

The United States of America having filed its petition herein on the 30th day of March, 1912, and the defendants, Dodwell & Co., (Limited); Bucknall Steamship Lines (Ltd.), Skeffington S. Norton, Joseph T. Lilly, Edward N. Norton; Prince Line (Ltd.), New York & Oriental Steamship Co. (Ltd.); Lancashire Shipping Co. (Ltd.); Rankin, Gilmour & Co. (Ltd.); Barber & Co. (Inc.), Herbert Barber; James Barber; A. Houtman, American-Asiatic Steamship Co.; Hamburg-Amerikanische-Packettfahrt Aktien-Gesellschaft; Indra Line (Ltd.); Houlder, Weir & Boyd (Inc.), Howard Houlder & Partners (Ltd.); Houlder, Middleton & Co. (Ltd.); William Barclay Parsons, Robert H. Blake, William Blyd, Robert A. Sewell; Wilhelm Voelkens; Paul Gottheil; William Walther; Thomas A. Sparks; Hans W. Voelkens; Robert H. Goodwin, and Anglo-American Oil Co. (Ltd.), having duly appeared and answered herein;

Now, THEREFORE, comes the United States of America, by H. Snowden Marshall, Esq., United States Attorney for the Southern District of New York, and Ernest E. Baldwin and Stanley D. Montgomery, special assistants to the United States Attorney General, and come also the defendants by their solicitors, Spooner & Cotton, Convers & Kirlin, Burlingham, Montgomery & Beecher, Simpson, Thacher & Bartlett, and Davies, Auerbach & Cornell; and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Henry Wade Rogers on the pleadings and proof, and the petitioner having moved the court for an injunction in accordance with the prayer of the petition;

WHEREFORE, It is hereby ordered, adjudged and decreed:

1. As to all prayers for relief the petition is dismissed without costs to either side.

Dated New York, March 11th, 1915.

E. HENRY LACOMBE.

ALFRED C. COXE.

H. G. WARD.

HENRY WADE ROGERS.

as by the inspection of the transcript of the record of the said district court, which was brought into the Supreme Court of the United States by virtue of an appeal agreeably to the act of Congress, in such case made and provided, fully and at large appears.

AND WHEREAS, in the present term of October, in the year of our Lord one thousand nine hundred and sixteen, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and was argued by counsel:

ON CONSIDERATION WHEREOF, it is now here ORDERED, ADJUDGED AND DECREED by this court that the decree of the said district court in this cause be, and the same is hereby, reversed.

AND IT IS FURTHER ORDERED that this cause be, and the same is hereby, remanded to the said district court with directions to dismiss the bill without prejudice to the right of the United States of America in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

January 22, 1917.

YOU, THEREFORE, ARE HEREBY COMMANDED that such further proceedings be had in said cause, in conformity with the opinion and decree of this court, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

WITNESS, the honorable EDWARD D. WHITE, Chief Justice of the United States, the twenty-sixth day of February, in the year of our Lord one thousand nine hundred and seventeen.

JAMES D. MAHER,

Clerk of the Supreme Court of the United States.

Now on reading and filing said mandate, it is

ORDERED, ADJUDGED, AND DECREED that the said mandate be filed and that the judgment of the Supreme Court of the United States be, and is hereby, made the judgment of this court, and that the decree entered herein March 18, 1915, be, and the same is hereby, reversed; and it is further

ORDERED, ADJUDGED, AND DECREED that the petition of The United States of America filed herein on the 30th day of March, 1912, be, and the same is hereby, dismissed without prejudice to the right of the United States in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

LEARNED HAND,

U. S. Circuit Judge.

[March 23, 1917.]

UNITED STATES v. INTERNATIONAL HARVESTER CO.

214 Fed. 987.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF MINNESOTA.**

No. 624.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

INTERNATIONAL HARVESTER COMPANY ET AL., DEFENDANTS.

DECREE.

On this 15th day of August, 1914, this cause came on for decree upon the submission heretofore had, and the court being well advised in the premises finds that the defendant the International Harvester Company was as originally organized and now is a combination in restraint of trade and commerce among the several States and with foreign nations in agricultural implements, and did from its inception monopolize and attempt to monopolize a part of the trade and commerce among the several States and with foreign nations in agricultural implements, and that the International Harvester Company of America, the International Flax Twine Company, the Wisconsin Steel Company, the Wisconsin Lumber Company, the Illinois Northern Railway, and the Chicago West Pullman and Southern Railroad Company are subsidiary companies of the International Harvester Company and are confederated with it in the unlawful purposes aforesaid, and that the defendants Cyrus H. McCormick, Charles Deering, James Deering, John J. Glessner, William H. Jones, Harold F. McCormick, Richard F. Howe, Edgar A. Bancroft, George F. Baker, William J. Louderback, Norman B. Ream, Charles Steele, John A. Chapman, Elbert H. Gary, Thomas D.

Jones, John P. Wilson, William L. Saunders, and George W. Perkins are officers of said International Harvester Company and are aiding and assisting it in the unlawful business mentioned:

It is adjudged and decreed that said combination and monopoly be forever dissolved, and to the end that the business and assets of the International Harvester Company be separated and divided among at least three substantially equal, separate, distinct, and independent corporations, with wholly separate owners and stockholders, and that the defendants file with the clerk within ninety days a plan for such separation and division for the consideration of this court. In the event this case is appealed and decree superseded, then the time in which the defendant shall file said plan is hereby extended to ninety days from the filing of the procedendo or mandate of the Supreme Court with the clerk of this court.

In case the defendants fail to file such plan in the time limited this court will entertain an application for the appointment of a receiver for all the property of the corporate defendants.

Jurisdiction is retained by the court to make such additional decrees as may be deemed necessary to secure the final winding up and dissolution of the combination and monopoly complained of and as to costs.

In case the defendants or any of them see fit to appeal from this decree the supersedeas bond is fixed at \$50,000, and the same may be approved by any one of the circuit judges of this circuit who sat upon the trial.

WILLIAM C. HOOK,
WALTER I. SMITH,
Circuit Judges

Filed August 15th, 1914.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MINNESOTA.

In equity No. 624.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

INTERNATIONAL HARVESTER COMPANY ET AL., DEFENDANTS.

ORDER ON DEFENDANTS' MOTION TO MODIFY.

On this third day of October, 1914, this cause came on for hearing on the motion of the defendants filed on August 17, 1914, to amend the decree of this court entered herein on the 15th day of August, 1914, and the parties being present by their respective counsel, and the court having considered the same,

It is hereby ordered, That said decree be, and the same is hereby, amended by striking out the words "and with foreign nations" wherever they appear in the decree, but the power and duty of the court in dealing with all the property and business of every character of the defendant corporations, at the commencement of this suit or since, so far as lawful and necessary to effect a dissolution of the combination, are not renounced but expressly reserved, and by striking out, pursuant to an agreement between the Attorney General and counsel for the defendants evidenced by the written consent of the Attorney General signed by the United States Attorney for Minnesota, presented to the court this day, the first sentence in the second paragraph of said decree reading as follows:

It is adjudged and decreed that said combination and monopoly be forever dissolved, and to the end that the business and assets of the International Harvester Company be separated and divided among at least three substantially equal, separate, distinct, and independent corporations with wholly separate owners and stockholders and that the defendants file with the

clerk within ninety days a plan for such separation and division for the consideration of this court, and substituting in place thereof the following:

It is adjudged and decreed that said combination and monopoly be forever dissolved, and to that end that the business and assets of the International Harvester Company be divided in such manner and into such number of parts of separate and distinct ownership as may be necessary to restore competitive conditions and bring about a new situation in harmony with law; and that the defendants file with the clerk within ninety (90) days a plan for such separation and division for the consideration of this court.

WALTER H. SANBORN,
WILLIAM C. HOOK,
WALTER I. SMITH,
Circuit Judges.

UNITED STATES v. ALUMINUM COMPANY OF AMERICA.

IN THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF PENNSYLVANIA.

UNITED STATES OF AMERICA, PETITIONER,

vs.

ALUMINUM COMPANY OF AMERICA, DEFENDANT.

DECREE.

This cause coming on to be heard on this 7th day of June, 1912, before the Hon. James M. Young, District Judge, and the petitioner having appeared by its district attorney, John H. Jordan, and by Wm. T. Chantland, its special assistant to the Attorney General, and having moved the court for an injunction in accordance with the prayer of its petition, and it appearing to the court that the allegations of the petition state a cause of action against the defendant under the provisions of the act of July 2, 1890, known as the Anti-Trust Act, that it has jurisdiction of the subject matter, and that the defendant has been regularly served with proper process, and has appeared in open court, by George B. Gordon, its counsel, and has given its consent to the entering and rendition of the following decree:

Now, therefore, it is ordered, adjudged, and decreed:

1. That sections 2, 4, and 5 of the agreement entered into as of date September 25, 1908, between the Societe Anonyme pour l'Industrie de l'Aluminum of Neuhausen and the Northern Aluminum Company (Ltd.), acting on behalf of the defendant corporation, as follows, to wit:

2. The N. A. Co. agree not to knowingly sell aluminum directly or indirectly in the European market.

The A. J. A. G. agrée not to knowingly sell aluminum directly or indirectly in the American market.

4. The total deliveries to be made by the two companies shall be divided as follows:

European market, 75 per cent to A. J. A. G., 25 per cent to N. A. Co.

American market, 25 per cent to A. J. A. G., 75 per cent to N. A. Co.

Common market, 50 per cent to A. J. A. G., 50 per cent to N. A. Co.

The Government sales to Switzerland, Germany, and Austria-Hungary are understood to be reserved to the A. J. A. G.

The sales in the U. S. A. are understood to be reserved to the Aluminum Company of America.

Accordingly the A. J. A. G. will not knowingly sell aluminum directly or indirectly to the U. S. A. and the N. A. Co. will not knowingly sell directly or indirectly to the Swiss, German, and Austria-Hungarian Governments.

5. The N. A. Co. engages that the Aluminum Company of America will respect the prohibitions hereby laid upon the N. A. Co.

be and the same are hereby declared null and void, and that the defendant Aluminum Company of America, and all its agents and representatives in whatever capacity, are hereby perpetually enjoined from directly or indirectly requiring the parties to said contract to abide by its terms, and defendant is further enjoined from either directly or indirectly entering into, through said Northern Aluminum Company, or any other person or corporation, and from making or aiding in making any agreement containing provisions of the nature of those hereinbefore set out, in so far as they relate to the sale of aluminum in the United States, or its importation into or exportation from the United States, or any contract or agreement, either verbal or written, the purpose and effect of which would be to restrain the importation into the United States, from any part of the world, of aluminum, or alumina, or bauxite, or any other material from which aluminum can be manufactured, or to fix or illegally affect the prices of such aluminum, alumina, bauxite, or other material, when imported.

2. That the fourth and eighth paragraphs of the agreement entered into, under date of July 5, 1905, between the defendant Aluminum Company of America, under its former name, Pittsburgh Reduction Company, and the General Chemical Company, a corporation, which paragraphs read as follows:

Fourth. Said Chemical Company further expressly covenants and agrees that it will not use or knowingly sell any of the bauxite sold to it by the said Bauxite Company hereunder, or any other bauxite, or the products thereof for the purpose of conversion into the metal aluminum, and that upon proof that any of said bauxite or products thereof have been put to any such use it will not make any further sales or deliveries to the purchaser thereof.

Eighth. It is understood and agreed that the bauxite sold hereunder by the said Bauxite Company to the said Chemical Company shall be used by the said Chemical Company and by companies under its control or whose stock is largely held by it, and by no other person or party, and only for the manufacture of alum, alum salts, alumina sulphate or alumina hydrate for alum and its compounds, and for no other purpose whatsoever—

be, and they are, hereby declared null and void and are stricken out of said contract; and that the fifth section of said contract which reads as follows:

Fifth. The said Reduction Company agrees to use its good offices in the interest of said Chemical Company so far as relates to promoting the trade of the latter in alum and alum products in the United States and in foreign countries; and said Chemical Company reciprocally undertakes and agrees to use its good offices in the interest of said Reduction Company so far as relates to promoting the metal business of the latter in the United States and in foreign countries—

in so far as it may be considered as an agreement upon the part of the General Chemical Company to antagonize the interests of the competitors of the defendant company, be

and it is hereby declared to be null and void, and that defendant and all its agents and representatives be, and they are, hereby perpetually enjoined from in any manner, and to any extent, requiring an enforcement of said provisions, and from entering into or acting in pursuance of any contract or agreement the purpose and effect of which would be to place any restraint upon the General Chemical Company with reference to the right of said company to acquire and sell, or the quantity which it may acquire and sell, or the price at which it may acquire and sell any bauxite, alumina or aluminum of which it may become the owner by purchase, manufacture, or otherwise.

3. That the tenth and eighteenth sections of the contract entered into under date of April 20, 1909, between the defendant Aluminum Company of America and the Norton Company, which sections read as follows, to wit:—

Tenth. Norton Company may mine and use bauxite from the said forty-acre tract of bauxite land referred to in paragraph D above, which shall be used for the purpose of manufacturing aluminum, and may mine and sell from the said property bauxite or other mineral taken therefrom for any purpose except for the manufacture of aluminum, and Norton company shall not sell or otherwise dispose of said forty-acre tract except subject to the above restrictions.

Eighteenth. Norton Company shall not at any time during the continuance of this agreement use or sell any of the bauxite contained on the said forty-acre tract described in paragraph D above, or any other bauxite, or the products thereof, hereafter acquired by Norton Company, in the United States of America or the Dominion of Canada for the purpose of conversion into aluminum—

and all other parts of said contract, in so far as they restrain or seek to restrain the Norton Company from exercising its free and independent will in using and disposing of the bauxite which it may receive under the provisions of said contract, or any other bauxite which it may obtain, be and the same are hereby declared null and void and are abrogated; and that the defendant, and its officers and

agents, be perpetually enjoined from in any manner or to any extent enforcing or requiring recognition by the Norton Company of such provisions, and from hereafter entering into any contract with said Norton Company, the purpose and effect of which would be to restrain said Norton Company in the disposition of any bauxite which may be obtained from any source, or of any alumina or aluminum which it may manufacture from such bauxite, or may otherwise obtain.

4. That the following clause in a contract between defendant and the Pennsylvania Salt Manufacturing Company, to wit:

The Pennsylvania Salt Manufacturing Company agrees not to enter into the manufacture of aluminum as long as this agreement is in force—

and the ratification and extension of said clause contained in a letter from the Pennsylvania Salt Manufacturing Company to defendant, dated January 1, 1907, be and the same are hereby declared null and void; and that defendant Aluminum Company of America and its officers and agents be and they are hereby perpetually enjoined hereafter from in any manner or to any extent enforcing or relying upon said clause and its ratification, and from entering into any contract with said Pennsylvania Salt Manufacturing Company, the purpose and effect of which would be to restrain said Pennsylvania Salt Manufacturing Company from freely making any disposition that it may see proper, and at any price it may deem proper, of any bauxite, alumina or aluminum, the ownership of which it may acquire from any source.

5. That that part of the agreement entered into as of date November 16, 1910, by defendant Aluminum Company of America and Gustave A. Kruttschnitt, of Newark, New Jersey, and James C. Coleman, of Newark, New Jersey, which provides that—

As part consideration for the execution of this agreement by Aluminum Company, Kruttschnitt and Coleman hereby severally agree that for the period of twenty years from the date hereof, in that part of

the United States east of a north and south line through Denver, Colorado, neither Kruttschnitt nor Coleman will directly or indirectly engage or become interested in the manufacture or fabrication or sale of aluminum or any article made substantially of aluminum, provided that either or both the said Kruttschnitt and Coleman may be employed by or become interested in the Aluminum Company or said Aluminum Goods Manufacturing Company without committing a breach of this contract—

in so far as it constitutes a restraint upon said Kruttschnitt and Coleman from freely engaging in any part or branch of the aluminum business, be and the same is hereby declared to be null and void, and that the defendant, and its officers, agents, and representatives be and they are hereby perpetually enjoined from entering into a contract with said Kruttschnitt or Coleman or with any other individual, firm, or corporation of a like or similar character to the above-quoted provisions of said contract, except as the same may be a lawful incident to the purchase of good will.

6. That the defendant and its officers, agents, and representatives be and they are hereby perpetually enjoined from entering into a contract with any other individual, firm, or corporation of a like or similar character to the above-quoted provisions in the contracts between the Alumnum Company of America and the General Chemical Company, between said Aluminum Company and the Norton Company, between said Aluminum Company and the Pennsylvania Salt Manufacturing Company, and between said Aluminum Company and Kruttschnitt and Coleman, or either of them, and from entering into or participating in any combination or agreement the purpose or effect of which is to restrict or control the output or the prices of aluminum or any material from which aluminum is directly or indirectly manufactured, and from making any contract or agreement for the purpose of or the effect of which would be to restrain commerce in bauxite, alumina, or aluminum, or to prevent any other person, firm or corporation from or to hinder him or it in obtaining a supply of either bauxite, alumina, or aluminum of a good quality in the open market in free and fair

and open competition, and from themselves entering into or compelling or inducing, under any pretext, or in any manner whatsoever, the making of any contact between any persons, firms, or corporations engaged in any branch of the business of manufacturing aluminum goods the purpose or effect of which would be to fix or regulate the prices of any of their raw or manufactured products in sale or resale.

7. To prevent all undue discrimination upon the part of defendant and its officers and agents, or upon the part of any firm or corporation in whose business defendant owns or hereafter acquires a financial interest by stock ownership or otherwise, against any competitor of defendant, and thus to prevent the unlawful acquisition by defendant of a monopoly in any branch of manufacturing from crude or semifinished aluminum, defendant and its officers, agents, and representatives, are hereby perpetually enjoined from committing the following acts, to wit:

(a) Combining either by stock ownership or otherwise with any one or more manufacturers for the purpose or with the effect of controlling or restraining the output of any product manufactured from aluminum, or fixing or controlling the price thereof.

(b) Delaying shipments of material to any competitor without reasonable notice and cause, or refusing to ship or ceasing to continue shipments of crude or semifinished aluminum to a competitor on contracts or orders placed, and particularly on partially filled orders, without any reasonable cause and without giving notice of same, or purposely delaying bills of lading on material shipped to any competitor, or in any other manner making it impossible or difficult for such competitor promptly to obtain the material upon its arrival, or from furnishing known defective material.

(c) Charging higher prices for crude or semifinished aluminum from any competitor than are charged at the same time under like or similar conditions from any of the companies in which defendant is financially interested, or charging or demanding higher prices for any kind of crude or semifinished aluminum from any competitor for the purpose or which under like or similar conditions will have the effect

of discriminating against such manufacturers in bidding on proposals or contracts to the advantage of said defendant or any company in which it is financially interested.

(d) Refusing to sell crude or semifinished aluminum to prospective competitors in any branch of the manufacturing aluminum goods industry on like terms and conditions of sale, under like or similar circumstances, as defendant sells such crude or semifinished aluminum to any firm or corporation engaged in similar business in which defendant is financially interested.

(e) Requiring, as a condition precedent to selling crude or semifinished aluminum to a competitor, that such competitor divulge to defendant the terms which such competitor proposes to make in order to secure the work in which the desired aluminum is to be used, and from imparting to any one the purpose or purposes for which said competitor is intending to use said metal.

(f) Requiring or compelling the making of agreements by competitors not to engage in any line of business nor to supply any special order in competition with defendant or with any company in which it is financially interested as a condition precedent to the procurement of aluminum metal.

(g) Representing or intimating to competitors that unless they dealt with defendant or with companies in which defendant has a financial interest for their supply of metal such competitor will not be able to obtain a sufficient supply of metal or obtain it at a price that will permit them to engage in competition with defendant or with companies in which defendant is financially interested; or in like manner representing or intimating to consumers of aluminum in any stage of manufacture that unless they deal with defendant or with a company in which it is financially interested, their supply of material or manufactured products will be cut off for that reason.

(h) Taking the position with persons, firms, or corporations engaged in the manufacture of any kind of aluminum goods that if they attempt to enlarge or increase any of their industries or engage in enterprises that are or will be competitive with defendant or with the business of any firm or corporation in which defendant is financially interested such

persons, firms, or corporations will for that reason be unable to procure their supply of material from defendant or any of the companies in which it is financially interested.

The term "competitor," as used above, shall be construed to mean all persons, firms, or corporations engaged in or who are actually desiring or about to engage in the manufacture of any kind of products or goods from crude or semifinished aluminum, whose business is not controlled or not subject to be controlled by defendant, its officers and agents, either by virtue of ownership of all or a part of the capital stock of such concerns or through any other form or device of financial interest.

Provided, however, that nothing contained in this decree shall be construed to prevent or restrain the lawful promotion of the aluminum industry in the United States.

Provided, further, that nothing herein contained shall obligate defendants to furnish crude aluminum to those who are not its regular customers to the disadvantage of those who are whenever the supply of crude aluminum is insufficient to enable defendant to furnish crude aluminum to all persons who desire to purchase from defendant, but this proviso shall not relieve defendant from its obligation to perform all its contract obligations, and neither shall this proviso, under the conditions of insufficient supply of crude aluminum referred to, be or constitute a permission to defendant to supply such crude aluminum to its regular customers mentioned with the purpose and effect of enabling defendant or its regular customers, under such existing conditions, to take away the trade and contracts of competitors.

Provided, further, that nothing in this decree shall prevent defendant from making special prices and terms for the purpose of inducing the larger use of aluminum, either in a new use or as a substitute for other metals or materials.

Provided, further, that nothing in this decree shall prevent the acquisition by defendant of any monopoly lawfully included in any grant of patent right.

Provided, further, that the raising by defendant of prices on crude or semifinished aluminum to any company which it owns or controls or in which it has a financial interest, regardless of market conditions, and for the mere purpose

of doing likewise to competitors while avoiding the appearance of discrimination, shall be a violation of the letter and spirit of this decree.

This decree having been agreed to and entered upon the assumption that the defendant, Aluminum Company of America, has a substantial monopoly of the production and sale of aluminum in the United States, it is further provided that whenever it shall appear to the court that substantial competition has arisen, either in the production or sale of aluminum in the United States, and that this decree in any part thereof works substantial injustice to defendant, this decree may be modified upon petition to the court after notice and hearing on the merits, provided that such applications shall not be made oftener than once every three years.

It is further ordered that the defendants pay the costs of suit to be taxed.

Per curiam:

JAMES M. YOUNG,
Judge.

UNITED STATES v. HERMAN SIELCKEN.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA

vs.

HERMAN SIELCKEN, BRUNO SCHROEDER, OF THE FIRM
J. HENRY SCHROEDER & Co., EDOUARD BUNGE, M. LE
VICOMTE DES TOUCHES, DR. PAULO DA SILVA PRADO, THEO-
DOR WILLE, THE SOCIETE GENERALE, THE NEW YORK DOCK
Co., DEFENDANTS.

DECREE.

It appearing by the statements of counsel for the respec-
tive parties made in open court, that this controversy has
been settled, it is

ORDERED, ADJUDGED and DECREED That the petition herein
be and the same hereby is dismissed, without costs to either
party as against the other.

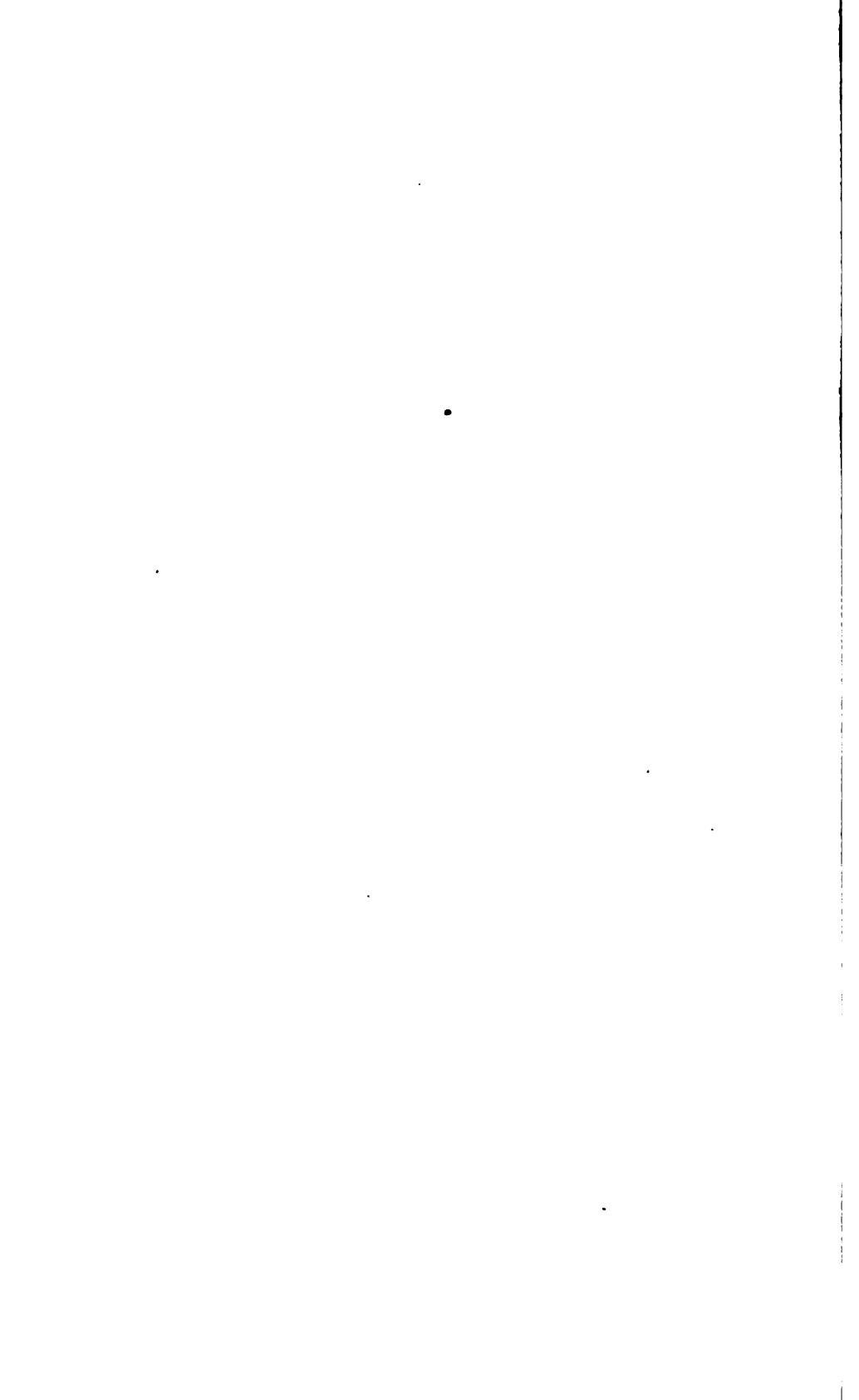
(Signed)

E. HENRY LACOMBE,
Circuit Judge.

ALFRED C. COXE,
Circuit Judge.

H. G. WARD,
Circuit Judge.

WALTER C. NOYES,
Circuit Judge.



UNITED STATES v. PRINCE LINE, LIMITED.

220 Fed. 230; 242 U. S. 537.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

In Equity No. E-9-201.

UNITED STATES OF AMERICA, PETITIONER,

VS.

PRINCE LINE, LIMITED, ET AL., DEFENDANTS.

The United States of America having filed its petition herein on the 5th day of June, 1912, and the defendants Prince Line, Limited, Paul F. Gerhard, Charles Z. Gerhard, Francis J. Zimmerman, Harry Connor, Hamburg-Amerikanische Packetfahrt Aktien-Gesellschaft, Hamburg-Sudamerikanische Dampfschiffarts-Gesellschaft, William G. Sickel, Henry H. Garvan, Paul Gotthiel, Thomas A. Sparks, William Voelkens, W. H. Voelkens, W. L. Walter, Robert H. Goodwin, Clement H. Betts, Lamport & Holt, Limited, Frederick T. Busk, Lorenzo Daniels, and William Gein, having duly appeared and answered herein:

Now, therefore, come the United States of America, by H. Snowden Marshall, Esq., United States Attorney for the Southern District of New York, and Ernest E. Baldwin and Stanley D. Montgomery, Special Assistants to the United States Attorney General, and come also the defendants by their solicitors, Convers & Kirlin, Spooner & Cotton, Burlingham, Montgomery & Beecher, and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Henry Wade Rogers on the pleadings and proof, and the petitioner having moved the Court for an injunction in accordance with the prayer of the petition:

And it appearing that the defendants, Prince Line, Limited, and Lamport & Holt, Limited, have upon occasions refused to receive lawful cargo, tendered at regular rates, and

that, although no such refusal by the defendants Hamburg-American Line and Hamburg-South American Line, their officers, agents and employees is proved, said last named corporations were parties to the combination against which this suit was directed:

It is hereby ordered, adjudged and decreed:—

1. That all and singular the defendants in the above combination, their agents, servants and employees, and all persons acting under or in behalf of them be and they hereby are enjoined, restrained and prohibited from refusing to receive for transportation any lawful cargo or merchandise, from the United States to Brazil, or from Brazil to the United States, offered or tendered to any of them by any shipper at the regular rates obtaining at the time, applicable to all shippers; and are enjoined, restrained and prohibited from combining, conspiring or agreeing to refuse to receive and transport any cargo or merchandise for shipment offered by any shipper at any port served by the conference, at their regular rates and in the order in which the same shall be offered for shipment.

2. As to all other prayers for relief the petition is dismissed, without costs to either side.

E. HENRY LACOMBE.

ALFRED C. COXE.

H. G. WARD.

HENRY WADE ROGERS.

Dated: March 17th, 1915.

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE UNITED STATES COURTHOUSE AND POST-OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 23D DAY OF MARCH, 1917.

Present: Hon. Learned Hand, district judge.

E. 9-201.

UNITED STATES OF AMERICA, PETITIONER,
AGAINST

PRINCE LINE, LIMITED, ET AL., DEFENDANTS.

The United States of America having appealed to the Supreme Court of the United States from the decree of this

court entered herein May 17, 1915, and said appeal having duly come on to be heard, and having been argued by counsel, and the said Supreme Court of the United States having sent hither its mandate in words and figures as follows:

UNITED STATES OF AMERICA, SS:

THE PRESIDENT OF THE UNITED STATES OF AMERICA
TO THE HONORABLE THE JUDGES OF THE DISTRICT COURT
OF THE UNITED STATES FOR THE SOUTHERN DISTRICT
OF NEW YORK, GREETING:

WHEREAS, lately in the district court of the United States for the Southern District of New York, before you, or some of you, in a cause between The United States of America, petitioner, and Prince Line, Limited, et al., defendants, in equity, No. 9-201, wherein the decree of the said district court, entered in said cause on the 17th day of May, A. D. 1915, is in the following words, viz:

The United States of America having filed its petition herein on the 5th day of June, 1912, and the defendants, Prince Line, Limited, Paul F. Gerhard, Charles Z. Gerhard, Francis J. Zimmerman, Harry Connor, Hamburg-Amerikanische Packet-fahrt Aktien-Gesellschaft, Hamburg-Süd-amerikanische Dampfschiffahrts-Gesellschaft, William G. Sickel, Henry H. Garvan, Paul Gottheil, Thomas A. Sparks, Wilhelm Voelkens, W. H. Voelkens, W. L. Walter, Robert H. Goodwin, Clement H. Betts, Lamport & Holt, Limited, Frederick T. Busk, Lorenzo Daniels, and William Gein, having duly appeared and answered herein;

Now, THEREFORE, comes the United States of America, by H. Snowden Marshall, Esq., United States attorney for the Southern District of New York, and Ernest E. Baldwin and Stanley D. Montgomery, special assistants to the Attorney General, and come also the defendants by their solicitors, Convers & Kirlin, Spooner & Cotton, Burlingham, Montgomery & Beecher, and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward, and Henry Wade Rogers, on the pleadings and proof, and the petitioner having moved the court for an injunction in accordance with the prayer of the petition.

It is hereby ORDERED, ADJUDGED, AND DECREED:

1. That all and singular the defendants in the above combination, their agents, servants and employees, and all persons acting under or in behalf of them be and they hereby are enjoined, restrained, and prohibited from refusing to receive for transportation unless for good cause any lawful cargo or merchandise from the United States to Brazil, or from Brazil to the United States, offered or tendered to any of them by any shipper at the regular rates obtaining at the time, applicable to all shippers; and are enjoined, restrained and prohibited from combining, conspiring, or agreeing to refuse unless for good cause to receive and transport any cargo or merchandise for shipment offered by any shipper at any port served by the conference at their regular rates and in the order in which the same shall be offered for shipment.

2. As to all other prayers for relief the petition is dismissed without costs to either side.

Dated New York, May 17th, 1915.

E. HENRY LACOMBE.

H. G. WARD,

ALFRED C. COXE,

HENRY WADE ROGERS.

as by the inspection of the transcript of the record of the said district court, which was brought into the Supreme Court of the United States by virtue of an appeal agreeably to the act of Congress in such case made and provided fully and at large appears.

AND WHEREAS, in the present term of October, in the year of our Lord one thousand nine hundred and sixteen, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and was argued by counsel:

ON CONSIDERATION WHEREOF, it is now here ORDERED, ADJUDGED, AND DECREED by this court that the decree of the said District Court in this cause be and the same is hereby reversed.

AND IT IS FURTHER ORDERED that this cause be and the same is hereby remanded to the said District Court with directions to dismiss the bill without prejudice to the right of the

United States in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

January 22, 1917.

YOU, THEREFORE, are hereby commanded that such further proceedings be had in said cause, in conformity with the opinion and decree of this court, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

WITNESS the honorable EDWARD D. WHITE, Chief Justice of the United States, the twenty-sixth day of February, in the year of our Lord one thousand nine hundred and seventeen.

JAMES D. MAHER,
*Clerk of the Supreme Court
of the United States.*

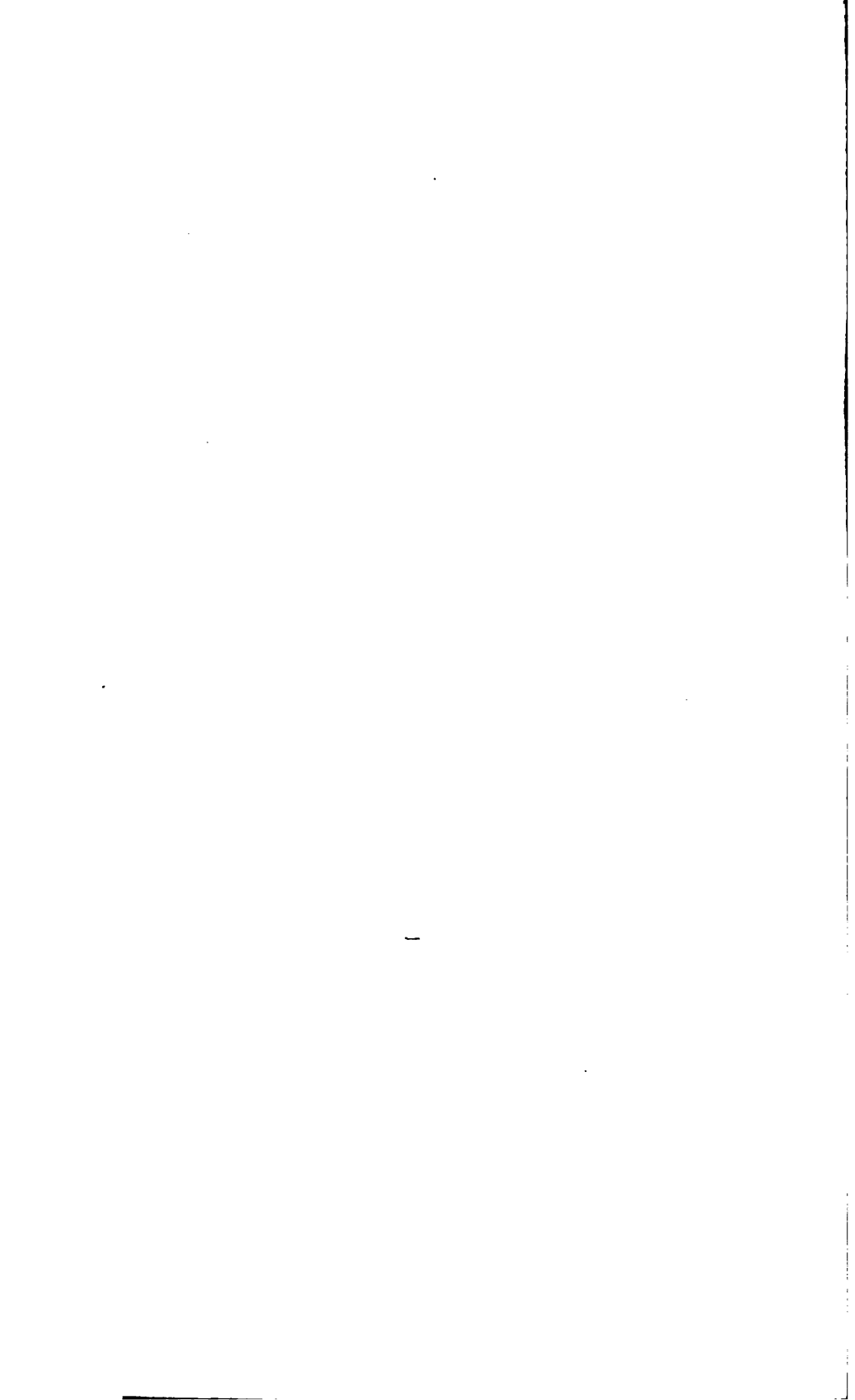
Now on reading and filing said mandate, it is

ORDERED, ADJUDGED, AND DECREED that said mandate be filed, and that the judgment of the Supreme Court of the United States, be and is hereby made the judgment of this court, and that the decree entered herein May 17, 1915, be and the same is hereby reversed; and it is further

ORDERED, ADJUDGED, AND DECREED that the petition of the United States of America filed herein on the 5th day of June, 1912, be and the same is hereby dismissed without prejudice to the right of the United States in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

LEARNED HAND,
U. S. Circuit Judge.

[March 23, 1917.]



UNITED STATES v. CENTRAL-WEST PUBLISHING CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS.**

No. 30888.

UNITED STATES OF AMERICA, PETITIONER,

vs.

**CENTRAL-WEST PUBLISHING COMPANY, WESTERN NEWSPAPER
UNION, AMERICAN PRESS ASSOCIATION, ET AL., DEFEND-
ANTS.**

DECREE.

This cause coming on for hearing on this 3rd day of August, A. D. 1912, before the Honorable K. M. Landis, district judge of this court, and the petitioner having appeared by its district attorney, James H. Wilkerson, and by William T. Chantland, special assistant to the Attorney General, and having moved the court for an injunction in accordance with the prayer of its petition, and it appearing to the court that the allegations of the petition state a cause of action against the defendants under the provisions of the act of July 2, 1890, known as the antitrust act, and that the court has jurisdiction of the persons and the subject matter and that the defendants have each been regularly served with proper process and have filed their answers to the petition, and that the defendants, Central-West Publishing Company, Western Newspaper Union, Western Newspaper Union of New York, George A. Joslyn, John F. Cramer, H. H. Fish, and M. H. McMillen, by their attorneys, J. H. Cowin, John J. Sullivan, and Charles F. Harding, and the defendants, American Press Association, Courtland Smith, W. G. Brogan, and Maurice F. Germond, by their attorney, Charles A. Brodek, have given and do now give in open

court their consent to the rendition and entering of the following decree:

Now, therefore, it is ordered, adjudged, and decreed:

I. That the defendants and each of them are found, and they are hereby declared to have been and to be now engaged in an attempt to monopolize interstate trade and commerce in the business of shipping ready-print papers, matrices, and stereotyped plates, and in the dissemination of news among the several States of the Union, all done and carried on in violation of the act of Congress of July 2, 1890, commonly known as the antitrust act.

II. That the defendants herein and each of them have both separately and in concert committed acts in unfair competition against mutual competitors and that these defendants and each of them as to said matters be permanently and specifically enjoined and restrained from either directly or indirectly, separately or in concert, through their agents or employees, from in any manner committing or doing any acts of unfair competition against the competitors of either of these defendants, and that specifically each be permanently enjoined from thus doing or aiding in doing any of the following acts:

(1) From underselling any competing service with the intent or purpose of injuring or destroying a competitor of either of these defendants.

(2) From sending out traveling men for the purpose or with instructions to influence the customers of such competitors of either of these defendants, so as to secure the trade of such customers, without regard to the price.

(3) From in any manner or for any length of time selling his or its service in either plate, ready print, or matrices, either separately or one service with another, at less than a fair and reasonable price, with the purpose or intent of injuring or destroying the business of any competitor of either of these defendants.

(4) From threatening any customer of a competitor with starting a competing plant unless he patronizes one or the other of these defendants.

(5) From threatening the competitors of either of these defendants that they must either cease competing with

defendants or sell out to one or the other of the defendants herein, and from threatening that unless they do their industries will be destroyed by the establishment of near-by plants to actively compete with them or by any other method of unfair competition.

III. That the defendants Western Newspaper Union, Western Newspaper Union of New York, Central-West Publishing Company, George A. Joslyn, John F. Cramer, H. H. Fish, and M. H. McMillen be, and they are hereby, permanently enjoined from either directly or indirectly, by themselves or through their agents or employees, from in any manner continuing to do any acts in unfair competition against the other defendant company in this petition named, to wit, American Press Association, as alleged in divisions six and seven of this petition, and particularly that they be thus enjoined from doing any of the following acts:

(a) From combining or attempting to combine with said defendant American Press Association, either by purchase, stock ownership, or in any other manner.

(b) From holding out inducements, in the way of control or otherwise, to the said American Press Associations, or either of them, or any of their officers, agents, or employees, to induce or compel a combination between the Western Newspaper Union and its allied concerns and the American Press Associations.

(c) From selling any of their product or services at less than a fair and reasonable profit, or at cost, or less than cost, with the purpose or intent of injuring or destroying the interstate trade and commerce of the American Press Association, or of any other competitors.

(d) From in any manner, either directly or indirectly, causing any person or persons or company to purchase stock or become interested in the American Press Association for the purpose of or with the effect of harassing the said American Press Association by unconscionable or unreasonable demands for an examination of its books or inquiry into its business methods, or the institution of suits, with such or like purpose in view.

(e) From in any manner, either directly or indirectly, instructing, causing, or permitting their agents or employees

or traveling salesmen throughout the country, to circulate reports or to intimate or convey the impression that these defendants will put the American Press Association out of business, or that the American Press Association will not be able to continue in business against the competition of these defendants, or that the American Press Association intends to or is about to combine with the defendants or the defendants with them, or to intimate or convey the impression that unless publishers approached by such salesmen deal with these defendants, they will be discriminated against as soon as the American Press Association shall be put out of business by the competition to which it is being subjected.

(f) From sending out traveling men for the purpose or with instructions to influence the customers of the other defendants hereto, so as to secure the trade of such customers, without regard to the price.

(g) From in any manner threatening or intimating that they will start competing papers at points where customers of the American Press Association or other competitors refuse to deal with them, either in plate or ready print matter or both.

(h) From in any manner promising or intimating to any publisher or other person who is a customer of the American Press Association, or any other competitor, that they will protect such customer against expenses and costs in any suit that may arise by reason of the repudiation of any contract between such competitor and such customer.

(i) From in any manner retaining or permitting the retention by their agents or employees of plate metal or other property belonging to the American Press Association, or other competitor of said defendants.

(j) From in any manner offering bonuses of paper or plate service free or at a nominal price with the purpose and intent of inducing or enabling customers of the American Press Association or any other competitor to temporarily change to home-print papers and thus to assist them in breaking contracts with the said American Press Association with lessened chance of liability for breach of contract; and furthermore from offering in connection with such bonus to sell their service at less than the usual price to such customer

of such competitor, and from offering as a part of such plan the continued use of free plate for the home-print side of the papers of such customers.

(k) From purchasing or acquiring stock in any other corporation, or interest in any other concern, engaged in the manufacture or sale of plate matter or ready prints, and not a party hereto; and from acquiring the property and business of any such company, unless application be made to and permission to make such purchase be granted by this court.

(l) From in any manner unfairly criticizing and abusing the method of the said American Press Association with reference to advertising, or from doing any of said things through its weekly house organs, known as the Publishers' Auxiliary and the Western Publisher, and particularly from misrepresenting through said means the business and business methods of the American Press Association, with the intent and for the purpose of taking away the customers of the said American Press Association, or otherwise injuring its business.

(m) From in any manner continuing or participating in unfair attacks upon the said American Press Association, with the purpose of injuring or depreciating or destroying the value of the property and securities of the said American Press Association.

(n) From maintaining any auxiliary plant in any cities of the United States apparently independent, but in fact the property of the Western Newspaper Union, or its officers and stockholders, for the purpose and with the intent of making the newspaper trade generally believe such institutions to be independent.

IV. That the defendants American Press Association, Courtland Smith, W. G. Brogan, and Maurice F. Germond be perpetually enjoined from in any manner, either personally or as officers, or through their agents or employees, from continuing to commit or assisting in the commission of any acts of unfair competition directed against the defendants Central-West Publishing Company, Western Newspaper Union, or any other of these named defendants' competitors, and that they be permanently enjoined particularly

from in any manner doing or committing any of the following acts:

(a) From selling its adless ready-print or plate service for less than a fair and reasonable price, or at cost, or below cost, with the purpose or intent of injuring the business of these named defendants or other competitors of the said American Press Association.

(b) From in any manner unfairly criticizing and abusing the method of the said Western Newspaper Union with reference to advertising through these defendants' circulars relating to its bureau of foreign advertising, or from doing any of said things through its weekly house organ, known as the American Press, and particularly from misrepresenting through said means the business and business methods of the Western Newspaper Union, with the intent and for the purpose of taking away the customers of the said Western Newspaper Union, or otherwise injuring its business.

(c) From in any manner continuing or participating in unfair attacks upon the said Western Newspaper Union with the purpose of injuring or depreciating or destroying the value of the property and securities of the said Western Newspaper Union.

(d) From maintaining any auxiliary plant in any cities of the United States apparently independent but in fact the property of the American Press Association, or its officers and stockholders, for the purpose and with the intent of making the newspaper trade generally believe such institutions to be independent.

(e) From sending out traveling men for the purpose or with instructions to influence the customers of the other defendants hereto, so as to secure the trade of such customers, without regard to the price.

(f) From in any manner retaining, or permitting the retention by their agents or employees, of plate metal or other property belonging to the Western Newspaper Union, or other competitor of said defendants.

(g) From in any manner offering bonuses of paper or plate service, free or at a nominal price, with the purpose and intent of inducing or enabling customers of the Western Newspaper Union or any other competitor to temporarily

change to home print papers and thus to assist them in breaking contracts with the said Western Newspaper Union with lessened chances of liability for breach of contract; and furthermore from offering in connection with such bonus to sell their service at less than the usual price to such customer of such competitor, and from offering as a part of such plan the continued use of free plate for the home print side of the papers of such customer.

(h) From purchasing or acquiring stock in any other corporation or interest in any other concern engaged in the manufacture or sale of plate matter or ready prints and not a party hereto; and from acquiring the property and business of any such company, unless application be made to and permission to make such purchase be granted by this court.

V. That each of the defendants named in this petition be specifically and permanently enjoined and restrained from combining or joining in any acts—

(a) Of unfair competition either against another or against any mutual competitor;

(b) Looking toward a combination between any of these defendants;

(c) Any acts done with the intent or purpose of driving out of the industries in which they are now engaged of either of these defendants, or of any of their competitors;

And as to each of the above acts defendants, and each of them, and their officers and agents, are enjoined from doing them, either separately or in concert or conjunction with either of the other defendants.

It is further ordered that the defendants, Western Newspaper Union and the American Press Association, each pay one-half of the cost of this suit, to be taxed.

When in this decree the American Press Association is mentioned, reference is had to both the American Press Association organized under the laws of New York and the American Press Association organized under the laws of West Virginia, or if such portion of the decree is not appropriate to both, the one is intended to which it is appropriate.

KENESAW M. LANDIS, *Judge*.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

CENTRAL-WEST PUBLISHING COMPANY; WESTERN NEWSPAPER UNION; WESTERN NEWSPAPER UNION OF NEW YORK, GEORGE A. JOSLYN, JOHN F. CRAMER, H. H. FISH, AND M. H. McMILLEN; AMERICAN PRESS ASSOCIATION, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK; AMERICAN PRESS ASSOCIATION, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA; COURTLAND SMITH, W. G. BROGAN, AND MAURICE F. GERMOND, DEFENDANTS.

The petition of the defendants American Press Association, Courtland Smith, William G. Brogan, and Maurice F. Germond that the decree entered herein on August 3, 1912, be so modified as to permit American Press Association to sell its assets and business pertaining to stereotyped plates, as a going concern, to Western Newspaper Union, having come on for hearing, and said petitioners appearing by their solicitors, Edgar A. Bancroft and Charles A. Brodek, and the United States of America appearing by Henry S. Mitchell, special assistant to the Attorney General, and the other defendant, Central-West Publishing Company, Western Newspaper Union Company, Western Newspaper Union of New York, John F. Cramer, H. H. Fish, and M. H. McMillen (George A. Joslyn having died since the rendition of the decree), appearing by their solicitors, Horace K. Tenney and Charles F. Harding, and it appearing to the court that it has jurisdiction of the parties to and subject matter of said decree, and the testimony of witnesses and other evidence and the statements of counsel in support of said petition having been heard and considered, the court holds that the facts set forth in the petition and the evidence introduced upon the hearing to support the same are immaterial; that it is contrary to the whole spirit and purpose of the Sherman Law to authorize one competitor to absorb or assimilate another competitor, re-

ardless of whether such competitor is able to continue in business or not, and that the sale of such assets and business by American Press Association to Western Newspaper Union would be in violation of the Sherman Law.

It is therefore ordered, adjudged, and decreed that said petition be and it hereby is denied.

To which order and decree the petitioners duly object and except.

Thereupon, the petitioners, American Press Association, Courtland Smith, William G. Brogan, and Maurice F. Germond, pray an appeal from said order to the Circuit Court of Appeals of the Seventh Circuit, which is allowed upon said petitioners filing an appeal bond in the sum of two hundred and fifty dollars, and presenting their certificate of evidence within twenty days from this date.

KENESAW M. LANDIS.

JUNE 15, 1917.

UNITED STATES CIRCUIT COURT OF APPEALS, SEVENTH CIRCUIT.

WEDNESDAY, JULY 11, 1917.

Before—

HON. FRANCIS E. BAKER, *Circuit Judge.*

HON. SAMUEL ALSCHULER, *Circuit Judge.*

HON. J. OTIS HUMPHREY, *District Judge.*

AMERICAN PRESS ASSOCIATION, COURTLAND SMITH, WILLIAM G. BROGAN, AND MAURICE F. GERMOND

vs.

UNITED STATES OF AMERICA, CENTRAL WEST PUBLISHING COMPANY, WESTERN NEWSPAPER UNION, WESTERN NEWSPAPER UNION OF NEW YORK, JOHN F. CRAMER, H. H. FISH, AND W. H. McMILLEN.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Northern District of Illinois, Eastern Division, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said district court in this cause appealed from denying the petition of the American Press Association et al., filed May 9, 1917, to amend the decree of the said district court entered on August 3, 1912, be, and the same is hereby reversed; and that this cause be, and the same is hereby, remanded to the said district court with direction to enter a decree supplemental to the original decree, authorizing the Western Newspaper Union to be a bidder and purchaser at a sale by the American Press Association of its plant and business as a going concern, on the condition and under the prohibition that the Western Newspaper Union shall not employ the plant and business so purchased or use the situation created by such purchase to charge more than cost of production plus a fair and reasonable profit, such fair and reasonable profit to be measured relatively by the range of annual profit obtained by the Western Newspaper Union from its plate business since the entry of the original decree of August 3, 1912.

UNITED STATES CIRCUIT COURT OF APPEALS, SEVENTH CIRCUIT.

SATURDAY, AUGUST 25, 1917.

Before—

HON. FRANCIS E. BAKER, *Circuit Judge*.

HON. SAMUEL ALSCHULER, *Circuit Judge*.

HON. J. OTIS HUMPHREY, *District Judge*.

AMERICAN PRESS ASSOCIATION, COURTLAND SMITH, WILLIAM G. BROGAN, AND MAURICE F. GERMOND.

vs.

UNITED STATES OF AMERICA, CENTRAL WEST PUBLISHING COMPANY, WESTERN NEWSPAPER UNION, WESTERN NEWSPAPER UNION OF NEW YORK, JOHN F. CRAMER, H. H. FISH, AND W. H. McMILLEN.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

It is now here ordered, adjudged, and decreed by this court that the decree heretofore entered in this cause in this

court on July 11, 1917, be, and the same is hereby vacated and set aside; and it is further ordered, adjudged, and decreed that the decree of this court in this cause be in the following words and figures, to wit:

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Northern District of Illinois, Eastern Division, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said district court in this cause appealed from denying the petition of the American Press Association et al., filed May 9, 1917, to amend the decree of the said district court entered on August 3, 1912, be, and the same is hereby, reversed; and that this cause be, and the same is hereby, remanded to the said district court with direction to enter a decree, supplemental to the original decree, authorizing the Western Newspaper Union to be a bidder and purchaser at a sale by the American Press Association of its plate plant and business as a going concern, on the condition and under the prohibition that the Western Newspaper Union shall not employ the plant and business so purchased or use the situation created by such purchase to charge more for its plate service to newspaper publishers than cost of production plus a fair and reasonable profit, such fair and reasonable profit to be measured relatively by the range of annual profit obtained by the Western Newspaper Union from its plate business since the entry of the original decree of August 3, 1912, without however depriving the purchaser of such profits as result from its purchase by reason of the increase of business and the economies in the cost of production following the same; provided that present prices for plate service to newspaper publishers shall not be increased, unless, but not longer than, an increase is warranted by increase in cost factors. And it is further ordered that the mandate issue forthwith.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

Present: The Hon. Evan A. Evans, acting district judge.

WEDNESDAY, SEPTEMBER 5, A. D., 1917.

THE UNITED STATES OF AMERICA

VS.

CENTRAL-WEST PUBLISHING COMPANY, WESTERN NEWS-
PAPER UNION, AMERICAN PRESS ASSOCIATION, ET AL.

IN THE MATTER OF THE PETITION OF THE AMERICAN PRESS ASSOCIATION
AND OTHERS FOR THE MODIFICATION OF THE DECREE ENTERED HEREIN
ON AUGUST 3, 1912.

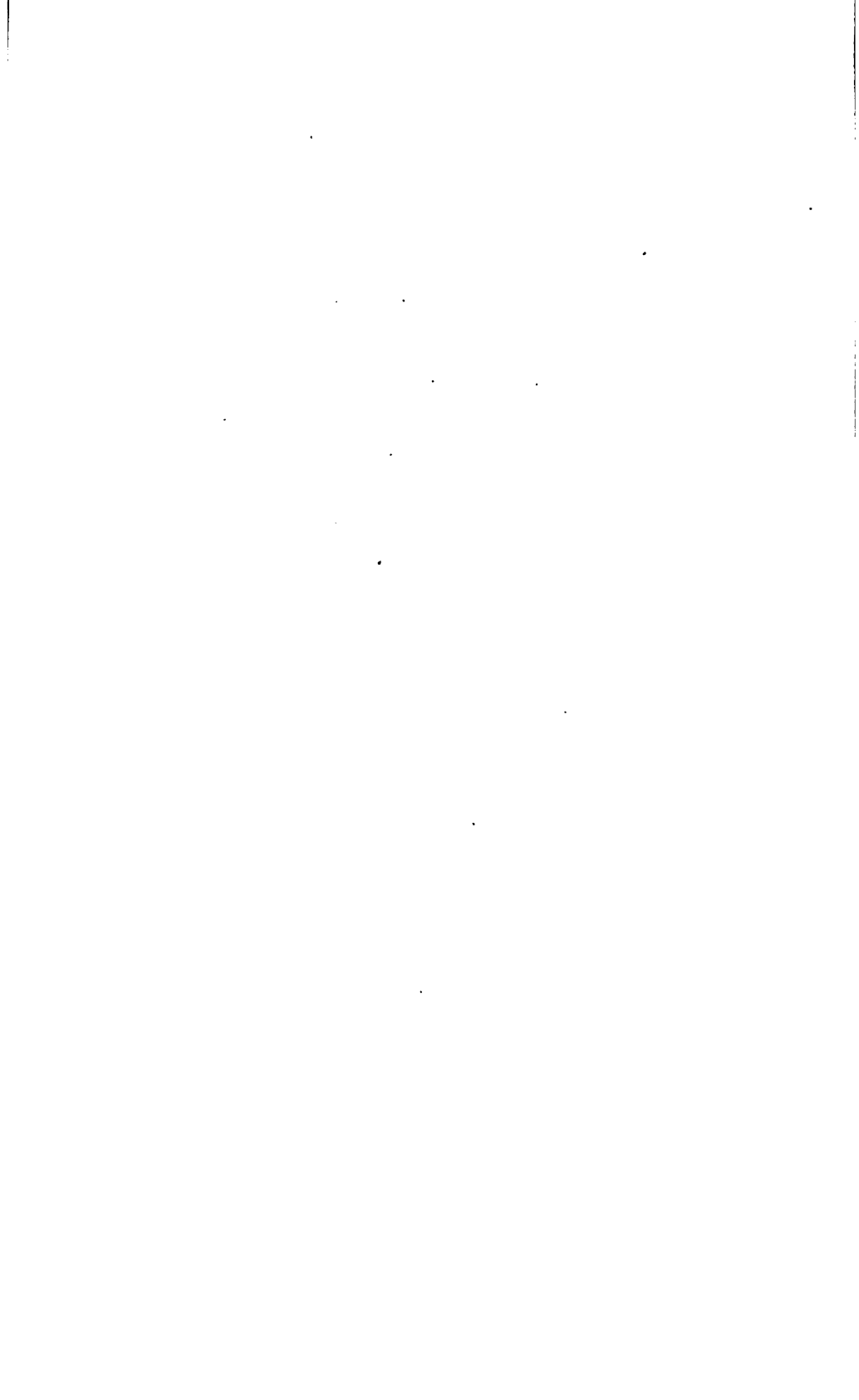
Come now the parties by their respective counsel, and the American Press Association, a corporation of New York; American Press Association, a corporation of West Virginia; and Courtland Smith having moved the court for leave to file the mandate of the Circuit Court of Appeals of the United States for the seventh circuit bearing date August 30, 1917, reversing the order and decree of this court of June 15, 1917, and remanding the cause with directions, said motion is allowed, and it is ordered that said mandate be duly filed and made a part of the record herein; and in pursuance of said mandate,

It is ordered and decreed by the court, supplemental to said decree of August 3, 1912, that the defendant Western Newspaper Union is hereby authorized to be a bidder and purchaser at a sale by the American Press Association of its plate plant and business as a going concern, on the condition and under the prohibition that the Western Newspaper Union shall not employ the plant and business so purchased or use the situation created by such purchase to charge more for its plate service to newspaper publishers than cost of production plus a fair and reasonable profit, such fair and reasonable profit to be measured relatively by the range of annual profit obtained by the Western Newspaper Union

from its plate business since the entry of the original decree of August 3, 1912, without, however, depriving the purchaser of such profits as result from its purchase by reason of the increase of business and the economies in the cost of production following the same; provided that present prices for plate service to newspaper publishers shall not be increased unless but not longer than an increase is warranted by increase in cost factors.

And said decree of August 3, 1912, is modified accordingly.

EVAN A. EVANS,
Acting District Judge.



**UNITED STATES v. ASSOCIATED BILLPOSTERS &
DISTRIBUTORS.**

IN THE DISTRICT COURT OF THE UNITED STATES OF
AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION.

In Equity, No. 30887.

THE UNITED STATES OF AMERICA, PETITIONER,
vs.
ASSOCIATED BILLPOSTERS AND DISTRIBUTORS OF THE UNITED
STATES AND CANADA, AND OTHERS, DEFENDANTS.

DECREE.

This cause having come on to be heard at this term, and having been argued by counsel, upon consideration thereof, it is ordered, adjudged and decreed, as follows:

First. That the petition is dismissed as to the defendants F. Weyland Ayer, Henry E. McKinney, Albert G. Bradford, Jarvis A. Wood, George L. Dyer Company; the George Batten Company; Mahin Advertising Company: and Henry P. Wall.

Second. That the defendants, except those dismissed, heretofore formed and are now parties to a combination or conspiracy to restrain interstate and foreign trade and commerce in posters by the means hereinafter specifically enjoined, in violation of the Act of Congress of July 2, 1890, entitled: "An Act to protect trade and commerce against unlawful restrains and monopolies."

Wherefore, the defendant Associated Billposters and Distributors of the United States and Canada, the name of which has been changed since the filing of the petition herein to Poster Advertising Association, and the defendants Peter J. McAliney, L. T. Bennett, John E. Shoemaker, John H. Logeman, Edward C. Donnelly, Joseph J. Flynn, Barney Link, James F. O'Mealia, O. S. Hathaway, Samuel Pratt,

James A. Reardon, Burnett W. Robbins, Harry C. Walker, George L. Chennell, Will J. Davis, Jr., Phinelan B. Haber, Charles T. Kindt, Frank Z. Zebrung, Lewis H. Ramsey, James D. Burbridge, Walter S. Barton, James A. Curran, A. A. Edwards, Thomas H. B. Varney, E. L. Ruddy, Associated Billposters and Distributors Protective Company, George Enos Throop, Inc., Massengale Advertising Agency, A. M. Briggs, L. J. Reese, W. A. Thompson, Ivan B. Nordhem Company, Crockett Agency and John F. Sheehan, and all persons acting for or on behalf or in connection with said Associated Billposters and Distributors of the United States and Canada, or any of its members, concerning any of the matters set forth in the petition herein, are permanently enjoined and restrained from further carrying out the aforesaid combination or conspiracy, and from entering into any other combination or conspiracy to restrain trade and commerce in posters by any similar means or devices, and

(a) From agreeing together, or with one another, expressly or impliedly, directly or indirectly, with respect to maintaining a limited price, or any price, at which posters shipped in interstate or foreign commerce shall be posted upon billboards, or from making any rule or regulation of said defendant association with respect to prescribing the price or prices at which posters shipped in interstate or foreign commerce shall be posted upon billboards;

(b) From agreeing together, or with one another expressly or impliedly, with respect to limiting the number, or in any manner interfering with the business of individuals, firms or corporations engaged in posting upon billboards posters transported in interstate or foreign commerce, or from agreeing together, or with one another, expressly or impliedly, or from making any rule, regulation or by-law, to restrict the number of individuals, firms or corporations in any one city or town who are engaged in the business of posting posters which are transported in interstate or foreign commerce;

(c) From agreeing together, or with one another, expressly or impliedly, or from adopting any rule or regulation to the effect that any person, firm or corporation engaged, in opposition to any member of said defendant asso-

ciation, or any of its subordinate associations, in the business of posting posters transported in interstate or foreign commerce, shall not be eligible to membership in said defendant association;

(d) From adopting any measures whatsoever, to prevent or hinder any individual, firm or corporation from contracting with any billposter in the United States, including those who are members of the defendant association, for the posting by such billposter of advertising matter or posters sent to him from any different State or Territory of the United States from that in which he is located, or from any foreign country;

(e) From agreeing together, or with one another, expressly or impliedly, directly or indirectly, or from adopting any rule, regulation or by-law, with respect to restricting the number of persons, firms or corporations by whom orders for posting posters transported in interstate or foreign commerce shall be obtained and transmitted;

(f) From agreeing together, or with one another, expressly or impliedly, or from adopting any rule, regulation or by-law to the effect, that solicitors employed by said defendant association, or any member thereof, shall not send business relating to the posting of posters transported in interstate or foreign commerce to persons, firms or corporations who are not members of said defendant association, and from placing any restriction whatsoever upon solicitors employed by said defendant association, or any member thereof, with respect to the persons with whom they may transact business relating to the posting of posters transported in interstate or foreign commerce;

(g) From agreeing together, or with one another, expressly or impliedly, or from adopting any rule, regulation or by-law to the effect, that members of said defendant association will not post posters transported in interstate or foreign commerce for persons, firms or corporations who transact business with billposters who are not members of said defendant association, or that solicitors employed by said defendant association or any member thereof, shall not accept business, relating to the posting of posters transported in interstate or foreign commerce, from persons, firms or cor-

porations who transact business with billposters who are not members of said defendant association;

(h) From inducing or endeavoring to induce manufacturers of stock or sample posters, or any other posters, not to sell the same in interstate or foreign commerce in open competition and upon equal terms to any person desiring to purchase.

Third. That the secretary of said Associated Billposters and Distributors of the United States and Canada shall furnish a copy of this decree to members of said association, and to those who hereafter become members thereof.

Fourth. That the court retains jurisdiction of this case for the purpose of entertaining at any time hereafter any application which the parties may make with respect to this decree.

Fifth. That the petitioner have and recover, from the defendants not dismissed, its costs.

The operation of this decree is suspended until Sept. 1. 1916.

Entered at Chicago, Illinois, this 6th day of July, A. D. 1916.

(Sgd.) KENESAW M. LANDIS, *Judge*.

UNITED STATES v. MOTION PICTURE PATENTS CO.

225 Fed. 800; 230 Fed. 541.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF PENNSYLVANIA.

In Equity, No. —.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

MOTION PICTURE PATENTS COMPANY, GENERAL FILM COMPANY, BIOGRAPH COMPANY, THOMAS A. EDISON (INC.), ESSANAY FILM MANUFACTURING COMPANY, THE KALEM COMPANY (INC.), GEORGE KLEINE, LUBIN MANUFACTURING COMPANY, MELIES MANUFACTURING COMPANY, PATHE FRERES, THE SELIG POLYSCOPE COMPANY, THE VITAGRAPH COMPANY OF AMERICA, ARMAT MOVING PICTURE COMPANY, FRANK L. DYER, HENRY N. MARVIN, J. J. KENNEDY, WILLIAM PELZER, SAMUEL LONG, J. A. BERST, SIEGMUND LUBIN, GASTON MELIES, ALBERT E. SMITH, GEORGE K. SPOOR, AND W. N. SELIG, DEFENDANTS.

Before OLIVER B. DICKINSON, United States District Judge.

DECREE.

This cause came on for final hearing upon the pleadings and all the evidence and was argued on behalf of the petitioner by Edwin P. Grosvenor, Special Assistant to the Attorney General, and on behalf of the defendants by Charles F. Kingsley, Melville Church and Hon. Reuben O. Moon, and thereafter, upon consideration thereof, the Court announced and caused to be filed, on October 1, 1915, its written opinion therein.

Whereupon the Court adjudged, ordered and decreed as follows:

First. That the petition be and is hereby dismissed as to the defendant, Melies Manufacturing Company.

Second. The death of Samuel Long occurred after the final hearing and there has been no revivor.

Third. That the defendants (other than the Melies Manufacturing Company, against whom the petition is dismissed) and each of them, have attempted to monopolize and have monopolized and have combined and conspired, among themselves and with each other, to monopolize a part of the trade or commerce among the several States, consisting of the trade in films, cameras, and projecting machines and parts thereof, in violation of the Act of Congress, approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

Fourth. That the defendants (other than the said Melies Manufacturing Company) and each of them, have entered into and are engaged in a combination and conspiracy in restraint of trade and commerce among the several States in films, cameras and projecting machines and parts thereof in violation of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

Fifth. That the several agreements enumerated in the petition for the assignment of patents to the Motion Picture Patents Company, namely, Petitioner's Exhibits 2, 3, 4 and 5; the contracts, licenses and agreements enumerated in the petition, to-wit, the license agreements entered into between the Motion Picture Patents Company and the Patents Company licensees, to wit, the Biograph Company, Thomas A. Edison, Inc., Essanay Film Manufacturing Company, Kalem Company, George Kleine, Lubin Manufacturing Company, Pathe Freres, Selig Polyscope Company, Vitagraph Company of America and Gaston and George Melies, of which Exhibit 3, annexed to the petition, is a copy; the license agreements between the Patents Company and the rental exchanges, of which Exhibit 4, annexed to the Petition, is a copy; the licenses from the Patents Company to the exhibitors, of which Petitioner's Exhibit 4 is typical; the license agreements between the Patents Company and manufacturers of exhibiting machines, of which Exhibit 5, annexed to the Petition, is a copy; the license agreements between the Patents Company and the General Film Company, of which Exhibit 7, annexed to the petition, is a copy; the agreements between the General Film Company and the said Patents Company licensees, to-wit, the Biograph Com-

pany, Thomas A. Edison, Inc., Essanay Film Manufacturing Company, Kalem Company, George Kleine, Lubin Manufacturing Company, Pathe Freres, Selig Polyscope Company and Vitagraph Company of America, and Gaston and George Melies, of which Exhibit 8, annexed to the Petition, is a copy; and all other license agreements referred to and described in the Petition, the answers, or in the evidence superseding or succeeding the above enumerated license agreements and contracts, including among others defendants' exhibits 47, 48 and 50; and all licenses under said patents so assigned to the Patents Company, and granted by it, have been, were and are the means adopted and used by the defendants in order to carry into effect the objects and purposes of said unlawful combination and conspiracy in restraint of said interstate trade and commerce in films, cameras and projecting machines and parts thereof in violation of said Act of Congress and that the said contracts, licenses and agreements are, therefore, hereby declared illegal, and the defendants and all and each of them and their officers, agents, servants and employees are enjoined and prohibited from doing anything in furtherance of said agreements and from enforcing in any manner said agreements or any of the terms thereof; except that in so far as any defendant may deem himself or itself entitled to a money claim against any other defendant or defendants on account of past transactions under said agreements, contracts or licenses, the same may be prosecuted, defended, appealed and adjudicated in any and all courts.

Sixth: That the said contracts, agreements and licenses enumerated in the petition and the combination therein described was a conspiracy in restraint of trade and commerce among the several states and were and are illegal.

Seventh: That the said defendants, their officers, agents, servants and employees, are enjoined and prohibited from continuing their said combination, conspiracy and monopoly and attempt to monopolize interstate commerce in said articles by means of the said unlawful contracts or license agreements or by any other means similar thereto.

Eighth: Nothing in this decree contained shall be construed to prevent whoever may be the owner or owners of the patents relating to the motion picture art named in the

pleadings and evidence herein from granting lawful licenses under lawful conditions to any of the defendants or to others, nor to prevent the defendants or others from taking lawful licenses from the owners of said patents. Nothing herein contained shall be construed to prohibit whoever may be the owner of the said patent or patents from collecting royalties in the future from licensees.

Ninth: That the said defendants, their officers, directors, agents, servants and employees, are enjoined and prohibited from resuming, engaging in, continuing or carrying into further effect the combination and conspiracy, the monopoly and attempt to monopolize adjudged illegal hereby and from engaging in or entering into any like combination or conspiracy or monopoly or attempt to monopolize the effect of which will be to restrain commerce in said articles among the several states of the United States or in the territories of the United States by making any express or implied agreement or arrangement, together or one with another, like that adjudged illegal herein relative to the control or management of the business of the said defendants in films, cameras, projecting machines and other accessories of the motion picture business, the effect of which will be to prevent each and any of them from carrying on interstate trade and commerce in said articles in competition with the others.

Tenth: That judgment for its lawful costs is hereby given in favor of the petitioner and against the defendants except Samuel Long, deceased, and the Melies Manufacturing Company as to whom the petition is dismissed.

Eleventh: Should an appeal be taken herein without delay, such appeal shall operate as a stay of this decree during the pendency of such appeal.

Twelfth: It is further ordered that this decree be entered this 24th day of January, 1916, but shall not become operative until the 24th day of February, 1916, on which day the parties or any of them may appear at Room 303, Post Office Building, Philadelphia, and pray an appeal in open court.

BY THE COURT.

DICKINSON,
U. S. District Judge.

**UNITED STATES v. MASTER HORSESHOERS' NATIONAL
PROTECTIVE ASS'N.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.**

In Equity No. 5565.

**THE UNITED STATES OF AMERICA, PETITIONER,
vs.
THE MASTER HORSESHOER'S NATIONAL PROTECTIVE ASSOCIA-
TION OF AMERICA AND OTHERS, DEFENDANTS.**

DECREE.

This cause came on to be heard at this term and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:

That the defendant, the Walpole Rubber Company, and the defendant, William Killion & Sons, be and are hereby perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out such combination and conspiracy as is set forth in the bill of complaint, and that they be and are hereby required to desist and withdraw from all connection with such conspiracy, and to cancel and abate all the agreements and contracts set forth and referred to in said bill of complaint, to which either or both of them are parties, and entered into in pursuance of said combination and conspiracy, that they each be perpetually enjoined and restrained from agreeing together or with any other or with all of the respondents in said cause, expressly or impliedly, directly or indirectly, concerning the price at which rubber hoof pads shall be sold, and from agreeing together or with any other or with all of the respondents in said cause, expressly or impliedly, directly or indirectly, to prevent any individual, copartnership or corporation from buying or selling hoof pads freely in the open market, or to impose any burden or condition upon the purchase,

sale or transportation of the same among the several States or between the United States and any foreign country; and that they be perpetually enjoined and restrained from agreeing with each other or with any or with all of the other respondents in said cause, expressly or impliedly, directly or indirectly, to discriminate and from urging or inducing others to discriminate against any manufacturer of, jobber, wholesale dealer or retail dealer in hoof pads because of such manufacturer, jobber, wholesale or retail customers of a certain class or to customers standing in a certain relation to the trade in said articles, or because of such manufacturer, jobber, wholesale or retail dealer having failed to discriminate in favor of any class of customers or in favor of customers standing in a special relation to the trade in said articles; that upon the entry of this decree said cause shall be finally terminated as to said Walpole Rubber Company and said William Killion & Sons and that no costs of any kind shall be taxed against either of said defendants in said cause.

It is further ordered, adjudged and decreed that the entry of this decree and this decree and any of the provisions hereof shall be without prejudice to the rights and interests of the said Walpole Rubber Company and the said William Killion & Sons and to the rights and interests of any and all of the officers and directors of both of said corporations, who were officers and directors during the period embraced by the allegations in said bill of complaint, in any proceeding, civil or criminal, which may hereafter be brought, except its recitals shall be conclusive as to the matters recited in all proceedings brought to enforce an observance of this decree or any part thereof.

Entered as a decree of court, this third day of March, A. D. 1913.

(Signed) C. W. SESSIONS,
District Judge (sitting by designation).

Entry consented to by Walpole Rubber Company and William Killion & Sons.

By their Attorney, Percy W. Gardner.

(Filed March 3, 1913. Elmer W. Voorheis, Clerk.)

DISTRICT COURT OF THE UNITED STATES EASTERN DISTRICT OF MICHIGAN.

In Equity No. 5565.

THE UNITED STATES OF AMERICA

vs.

THE MASTER HORSESHOER'S PROTECTIVE ASSOCIATION OF
AMERICA ET AL.

DECREE.

And now, to-wit, March 16, 1914, this cause came on to be heard at this term and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:—that the defendant, United States Horse Shoe Company, be and is hereby perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out such combination and conspiracy as is set forth in the Bill of Complaint and that they be and are hereby required to desist and withdraw from all connection with such conspiracy and to cancel and abate all the agreements and contracts set forth and referred to in said Bill of Complaint to which they are parties and entered into in pursuance of said combination and conspiracy.

That they be perpetually enjoined and restrained from agreeing together or with any other or with all of the respondents in said case expressly or impliedly, directly or indirectly, concerning the prices, at which drilled horse shoes shall be sold and from agreeing together or with any other or with all of the respondents in said case, expressly, or impliedly, directly or indirectly, to prevent any individual, corporation or copartnership from buying or selling drilled horse shoes freely in the open market, or to impose any burden, or condition upon the purchase, sale or transportation of the same among the several states, or between the United States and any foreign country and that they be perpetually enjoined and restrained from agreeing with each other or with any or all of the other respondents in

said cause expressly or impliedly, directly or indirectly to discriminate, and from urging and inducing others to discriminate against any manufacturer, jobber, wholesale dealer or retail dealer in drilled horse shoes because of such manufacturer, jobber, wholesale or retail dealer having refused to confine his sales of drilled horse shoes to customers of a certain class or to customers standing in a certain relation to the trade in said articles or because of such manufacturer, jobber, wholesale, or retail dealer having failed to discriminate in favor of any class of customers or in favor of customers standing in a special relation to the trade in such articles.

That upon the entry of this decree said cause shall be finally terminated as to said United States Horse Shoe Company and that no costs of any kind shall be taxed against said defendant in said case.

It is further ordered, adjudged and decreed that the entry of this decree and this decree and any of its provisions hereof shall be without prejudice to the rights and interests of the United States Horse Shoe Company and to the rights and interests of any and all of the officers and directors of said corporation who were officers and directors during the period embraced by the allegations in said Bill of Complaint in any proceeding, civil or criminal, which may hereafter be brought, except its recitals shall be conclusive as to the matters recited in all proceedings brought to enforce an observance of this decree or any part thereof.

ARTHUR J. TUTTLE,
District Judge.

The United States Horse Shoe Company, the defendant named in the above decree hereby consents to the entry of said decree by the court.

JOHN S. RILLING,
Solicitor for the United States Horse Shoe Company.

(Filed March 16, 1914. Elmer W. Voorheis, Clerk.)

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.**

In Equity No. 5565.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

**THE MASTER HORSESHOERS' NATIONAL PROTECTIVE ASSOCIA-
TION OF AMERICA AND OTHERS, DEFENDANTS.**

DECREE.

This cause came on to be heard at this term and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:

That the defendant, The Firestone Tire & Rubber Company be and is hereby perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out such combination and conspiracy as is set forth in the bill of complaint, and that it be and is hereby required to desist and withdraw from all connection with such conspiracy, and to cancel and abate all the agreements and contracts set forth and referred to in said bill of complaint, to which it is a party, and entered into in pursuance of said combination and conspiracy; that it be perpetually enjoined and restrained from agreeing together or with any other or with all of the respondents in said cause, expressly or impliedly, directly or indirectly, concerning the price at which rubber hoof pads shall be sold, and from agreeing with any other or with all of the respondents in said cause, expressly or impliedly, directly or indirectly, to prevent any individual, copartnership or corporation from buying or selling hoof pads freely in the open market, or to impose any burden or condition upon the purchase, sale or transportation of the same among the several states or between the United States and any foreign country; and that it be perpetually enjoined and restrained from agreeing with any or with all of the other respondents in said cause, expressly or impliedly, directly or indirectly, to

discriminate and from urging or inducing others to discriminate against any manufacturer of, jobber dealer or retail dealer in hoof pads because of such manufacturer, jobber, wholesale or retail dealer having refused to confine his sales of hoof pads to customers of a certain class or to customers standing in a certain relation to the trade in said articles, or because of such manufacturer, jobber, wholesale or retail dealer having failed to discriminate in favor of any class of customers or in favor of customers standing in a special relation to the trade in said articles; that upon the entry of this decree said cause shall be finally terminated as to said The Firestone Tire & Rubber Company, and that no costs of any kind be taxed against said defendant in said cause.

It is further ordered, adjudged and decreed that the entry of this decree and this decree and any of the provisions hereof shall be without prejudice to the rights and interests of the said The Firestone Tire & Rubber Company, and to the rights and interests of any and all of the officers and directors of said corporation, who were officers and directors during the period embraced by the allegations in said bill of complaint, in any proceeding, civil or criminal, which may hereafter be brought, except its recitals shall be conclusive as to the matters recited in all proceedings brought to enforce an observance of this decree or any part thereof.

Entered as a decree of Court, this twenty-first day of March, A. D. 1914.

ARTHUR J. TUTTLE,
District Judge.

Entry consented to by The Firestone Tire & Rubber Company.

By their Attorney, Allan H. Frazer.

O. K. A. C. Miller.

(Filed March 21, 1914. Elmer W. Voorheis, Clerk.)

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.

In Equity No. 5565.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE MASTER HORSESHOERS' NATIONAL PROTECTIVE ASSOCIATION
OF AMERICA AND OTHERS, DEFENDANTS.

DECREE.

This cause came on to be heard at this term and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:

That the defendant, Air-O-Pad Company, be and is hereby perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out such combination and conspiracy as is set forth in the bill of complaint, and that it be and is hereby required to desist and withdraw from all connection with such conspiracy, and to cancel and abate all the agreements and contracts set forth and referred to in said bill of complaint, to which it is a party, and entered into in pursuance of said combination and conspiracy; that it be perpetually enjoined and restrained from agreeing together or with any other or with all of the respondents in said cause, expressly or implicitly, directly or indirectly, concerning the price at which rubber hoof pads shall be sold, and from agreeing with any other or with all of the respondents in said cause, expressly or impliedly, directly or indirectly, to prevent any individual, copartnership or corporation from buying or selling rubber hoof pads freely in the open market, or to impose any burden or condition upon the purchase, sale or transportation of the same among the several states or between the United States and any foreign country; and that it be perpetually enjoined and restrained from agreeing with any or with all of the other respondents in said cause, expressly or impliedly, directly or indirectly, to discriminate and from urging or inducing others to discriminate against any manufacturer of, jobber dealer or retail dealer in rubber hoof pads because of such manufacturer, jobber, wholesale or retail dealer having refused to confine his sales of rubber hoofpads to customers of a cer-

tain class or to customers standing in a certain relation to the trade in said articles, or because of such manufacturer, jobber, wholesale or retail dealer having failed to discriminate in favor of any class of customers or in favor of customers standing in a special relation to the trade in said articles that upon the entry of this decree said cause shall be finally terminated as to said Air-O-Pad Company, and that no costs of any kind be taxed against said defendant in said cause.

It is further ordered, adjudged and decreed that the entry of this decree and this decree and any of the provisions hereof shall be without prejudice to the rights and interests of the said Air-O-Pad Company, and to the rights and interests of any and all of the officers and directors of the said corporation, who were officers and directors during the period embraced by the allegations in said bill of complaint, in any proceeding, civil or criminal, which may hereafter be brought, except its recitals shall be conclusive as to the matters recited in all proceedings brought to enforce an observance of this decree or any part thereof.

Entered as a decree of Court, this 27th day of April, A. D. 1914.

(Signed) ARTHUR J. TUTTLE,
District Judge.

Entry consented to by Air-O-Pad Company.

By its Attorney, E. F. O'Niel.

(Filed April 27, 1914. Elmer W. Voorheis, Clerk.)

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.

In Equity, No. 5565.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE MASTER HORSESHOERS' NATIONAL PROTECTIVE ASSOCIATION OF AMERICA ET AL., DEFENDANTS.

FINAL DECREE.

This cause came on to be heard at this term, and was argued by counsel, and thereupon and upon consideration thereof, and by agreement of the parties hereto, counsel for

defendants being present in open court and consenting thereto, it was ORDERED, ADJUDGED and DECREED as follows, viz:

(1) That the defendants, The Master Horseshoers' National Protective Association of America, a New York corporation, The Master Horseshoers' National Protective Association of America, a Michigan corporation, William E. Murphy, Harry T. Baldwin, Charles C. Craft, Charles A. Kelso, Charles J. McGinness and Jermiah C. Buckley at the time of the filing of the petition herein, and prior thereto, had been and were engaged in a combination and conspiracy to restrain trade and commerce among the several states and territories of the United States in drilled Horseshoes, adjustable calks, and rubber hoof pads in violation of the Act of Congress of July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

(2) That defendants above named, and each of them, and their officers, directors, agents, servants and employees, and all persons acting under, through, by or in behalf of them, or claiming so to act, be perpetually enjoined, restrained and prohibited, as follows:

(a) From directly or indirectly engaging in or carrying into effect the said combination or conspiracy hereby adjudged to be illegal, and from engaging in or entering into any like combination or conspiracy, the effect of which would be to restrain trade or commerce in drilled horseshoes, adjustable calks or rubber hoof pads among the several states and territories of the United States, or in the District of Columbia, or with foreign nations; and from entering into any express or implied agreement or arrangement together or with one another, like that hereby adjudged to be illegal, the effect of which would be to prevent the free and unrestrained flow of interstate or foreign trade or commerce in drilled horseshoes, adjustable calks or rubber hoof pads from the manufacturer to the consumer.

(b) From combining, conspiring, confederating or agreeing with each other or with others, expressly or impliedly, directly or indirectly, with respect to maintaining a limited price or any price at which drilled horseshoes, adjustable calks or rubber hoof pads shall be sold, and from agreeing or

contracting together or with one another, expressly or impliedly, directly or indirectly, as to the persons, firms or corporations from whom such commodities shall be purchased or sold, or from agreeing or contracting together, expressly or impliedly, directly or indirectly, with a view to preventing others from buying or selling freely in the open market, or with a view to imposing any burden or condition upon the purchase, sale or transportation of drilled horseshoes, adjustable calks, or rubber hoof pads among the several states or between the United States and any foreign country.

(3) That defendants above named, and each of them, and their officers, directors, agents, servants and employees, and all other persons acting under, through, by or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

(a) To boycott or threaten with loss of custom or patronage any manufacturer engaged in interstate or foreign trade or commerce in drilled horseshoes, adjustable calks, or rubber hoof pads, for having sold or being about to sell such drilled horseshoes, adjustable calks or rubber hoof pads to hardware jobbers or to retail hardware dealers who would in turn sell such commodities to horse owners, or for having sold or being about to sell such commodities direct to horse owners.

(b) To intimidate or coerce manufacturers of drilled horseshoes, adjustable calks, or rubber hoof pads, into selling only to such persons, firms, corporations or other organizations as are recognized or approved by the Master Horseshoers' National Protective Association of America, a New York Corporation, or by the Master Horseshoers National Protective Association of America, a Michigan corporation.

(c) To do or refrain from doing anything the purpose or effect of which is to hinder or effect by the intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any firm, person, corporation, or other organization from buying or selling drilled horseshoes, adjustable calks, or rubber hoof pads wherever, whenever, and from whomsoever and at whatsoever price may be agreed upon between the seller and the purchaser.

(4) That defendants above-named, and each of them, and their officers, directors, agents, servants and employees, and all other persons acting under, through, by or in behalf of them, or claiming so to act, be perpetually enjoined, restrained and prohibited from publishing or distributing, or causing to be published or distributed, or aiding or assisting in the publication or distribution, of—

(a) The names of any manufacturers, or list or lists of manufacturers, as persons who confine their sales of drilled horseshoes, adjustable calks or rubber hoof pads to such jobbers or wholesale dealers in such commodities as in turn confine their sales of such commodities to horseshoers or to retail dealers who sell to horseshoers only and not to horse owners.

(b) The names of any wholesalers or jobbers, or any list or lists of wholesalers or jobbers as persons whose avowed policy it is to purchase drilled horseshoes, adjustable calks or rubber hoof pads only from those manufacturers who sell, distribute or market their product through the medium of wholesalers and jobbers only, or who distribute or market their products the medium of such wholesalers or jobbers who in turn sell such commodities to horseshoers only and not to horse owners.

(c) The names of any manufacturers of drilled horseshoes, adjustable calks or rubber hoof pads as persons whose avowed policy it is to sell, distribute or market their products under such selling plans only as meet with the approval of the Master Horseshoers' National Protective Association of America, a New York corporation, or the Master Horseshoers' National Protective Association of America, a Michigan corporation, or the Horseshoers' Journal.

(d) The names of any manufacturers of drilled horseshoes, adjustable calks or rubber hoof pads as persons who sell, distribute or market their products under selling plans that are not satisfactory to or approved by the Master Horseshoers' National Protective Association of America, a New York corporation, or the Master Horseshoers' National Protective Association of America, a Michigan corporation, or the Horseshoers' Journal.

(e) The names of any wholesalers or jobbers as persons who sell, distribute or market drilled horseshoes, adjustable

calks or rubber hoof pads under selling plans satisfactory to or approved by the Master Horseshoers' National Protective Association of America, a New York corporation, or the Master Horseshoers' National Protective Association of America, a Michigan corporation, or the Horseshoers' Journal.

(f) The names of any wholesalers or jobbers as persons who sell, distribute or market drilled horseshoes, adjustable calks or rubber hoof pads under selling plans not satisfactory to or approved by the Master Horseshoers' National Protective Association of America, a New York corporation, or the Master Horseshoers' National Protective Association of America, a Michigan corporation, or the Horseshoers' Journal.

(5) That defendants above-named, and each of them, their officers, directors, servants, and employees, and all other persons acting under, through, by or in behalf of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited—

(a) From combining, conspiring, confederating, or agreeing with each other, or with others expressly or impliedly, directly or indirectly, to communicate with any manufacturer, jobber, or dealer for the purpose of inducing such manufacturer, jobber, or dealer not to sell drilled horseshoes, adjustable calks, or rubber hoof pads to horse owners, or only to sell to such retail dealers as will sell said commodities only to horseshoers and not to horse owners.

(b) From combining, conspiring, confederating, or agreeing with each other, or with others, directly or indirectly to discriminate or urge others to discriminate against any manufacturer of, or jobber, wholesale or retail dealer in drilled horseshoes, adjustable calks or rubber hoof pads, because of such manufacturer, jobber, wholesaler or retailer having refused to confine his sales of said articles to customers of a certain class, or to customers standing in a certain relation to the trade in such articles, or because of such manufacturer, jobber, wholesaler or retailer having failed to discriminate in favor of any class of customers, or in favor of customers standing in a special relation to the trade in such articles.

(6) It is further ordered, adjudged and decreed—

(a) That the defendants, the Master Horseshoers' National Protective Association of America, a New York corporation, its officers and members, the Master Horseshoers' National Protective Association of America, a Michigan corporation, its officers and members, and the Horseshoers' Journal and its officers, are not restrained from maintaining said organizations for purposes not inconsistent with this decree and not in violation of law.

(b) That the petitioner have and recover its costs from the defendants included in this decree.

(Signed) ARTHUR J. TUTTLE,
District Judge.

Dated, Detroit, Michigan, this twenty-sixth day of January, A. D. 1916.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.

In Equity, No. 5563.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE MASTER HORSESHOERS' NATIONAL PROTECTIVE ASSOCIATION OF AMERICA, ET AL, DEFENDANTS.

FINAL DECREE.

This cause came on to be heard at this term, and was argued by counsel, and thereupon and upon consideration thereof, and by agreement of the parties hereto, counsel for defendants being present in open court and consenting thereto, it was ORDERED, ADJUDGED and DECREED as follows, viz:

(1) That the defendants, the Williams Drop Forging Company, the Rowe Calk Company, Diamond Calk & Horse Shoe Company, the Giant Grip Horse Shoe Company, Revere Rubber Company, Octigan Drop Forge Company, Dryden Hoof Pad Company, Hoopston Horse Nail Company, Michael Hallanan, Charles P. Dryden, Carl A. Judson, Edward Fitzgerald and W. W. Todd, at the time of the filing of the petition herein, and prior thereto, had been

and were engaged in a combination and conspiracy to restrain trade and commerce among the several states and territories of the United States in drilled horseshoes, adjustable calks, and rubber hoof pads in violation of the Act of Congress of July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

(2) That defendants above named, and each of them and their officers, directors, agents, servants and employees, and all persons acting under, through, by or in behalf of them, or claiming so to act, be perpetually enjoined, restrained and prohibited, as follows:

(a) From directly or indirectly engaging in or carrying into effect the said combination or conspiracy hereby adjudged to be illegal, and from engaging in or entering into any like combination or conspiracy, the effect of which would be to restrain trade or commerce in drilled horseshoes, adjustable calks or rubber hoof pads among the several states and territories of the United States, or in the District of Columbia, or with foreign nations; and from entering into any express or implied agreement or arrangement together or with one another, like that hereby adjudged to be illegal, the effect of which would be to prevent the free and unrestrained flow of interstate or foreign trade or commerce in drilled horseshoes, adjustable calks or rubber hoof pads from the manufacturer to the consumer.

(b) From combining, conspiring, confederating or agreeing with each other or with others, expressly or impliedly, directly or indirectly, with respect to maintaining a limited price or any price at which drilled horseshoes, adjustable calks or rubber hoof pads shall be sold, and from agreeing or contracting together or with one another, expressly or impliedly, directly or indirectly, as to the persons, firms, or corporations from whom such commodities shall be purchased or sold, or from agreeing or contracting together, expressly or impliedly, directly or indirectly, with a view to preventing others from buying or selling freely in the open market, or with a view to imposing any burden or condition upon the purchase, sale or transportation of drilled horseshoes, adjustable calks, or rubber hoof pads among the several states or between the United States and any foreign country.

(3) That defendants above-named, and each of them, and their officers, directors, agents, servants and employees and all other persons acting under, through, by or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others expressly or impliedly, directly or indirectly—

(a) To boycott or threaten with loss of custom or patronage any manufacturer engaged in interstate or foreign trade or commerce in drilled horseshoes, adjustable calks, or rubber hoof pads, for having sold or being about to sell such drilled horseshoes, adjustable calks or rubber hoof pads to hardware jobbers or to retail hardware dealers who would in turn sell such commodities to horse owners, or for having sold or being about to sell such commodities direct to horse owners.

(b) To intimidate or coerce manufacturers of drilled horseshoes, adjustable calks, or rubber hoof pads, into selling only to such persons, firms, corporations or other organizations as are recognized or approved by the Master Horseshoers' National Protective Association of America, a New York corporation, or by the Master Horseshoers' National Protective Association of America, a Michigan corporation.

(c) To do or refrain from doing anything the purpose or effect of which is to hinder or effect by intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any firm, person, corporation, or other organization from buying or selling drilled horseshoes, adjustable calks or rubber hoof pads wherever, whenever, and from whomsoever and at whatsoever price may be agreed upon between the seller and the purchaser.

(4) That defendants above named, and each of them, their officers, directors, servants, and employees, and all other persons acting under, through, by or in behalf of them, or claiming so to act, be perpetually enjoined, restrained and prohibited—

(a) From combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly, to communicate with any manufacturer, jobber, or dealer for the purpose of inducing such

manufacturer, jobber, or dealer not to sell drilled horse-shoes, adjustable calks, or rubber hoof pads to horse owners, or only to sell to such retail dealers as will sell said commodities only to horseshoers and not to horse owners.

(b) From combining, conspiring, confederating, or agreeing with each other, or with others, directly or indirectly to discriminate or urge others to discriminate against any manufacturer of, or jobber, wholesale or retail dealer in drilled horseshoes, adjustable calks, or rubber hoof pads, because of such manufacturer, jobber, wholesaler or retailer having refused to confine his sales of said articles to customers of a certain class, or to customers standing in a certain relation to the trade in such articles, or because of such manufacturer, jobber, wholesaler or retailer having failed to discriminate in favor of any class of customers, or in favor of customers standing in a special relation to the trade in such articles.

(5) That the petitioner have and recover its costs from the defendants included in this decree.

(Signed) ARTHUR J. TUTTLE,
District Judge.

Dated, Detroit, Michigan, this 26th day of January, 1916.

UNITED STATES v. PHILADELPHIA JOBBING CONFECTIONERS' ASS'N.

UNITED STATES OF AMERICA. EASTERN DISTRICT OF PENNSYLVANIA, SS.

THE PRESIDENT OF THE UNITED STATES

TO

PHILADELPHIA JOBBING CONFECTIONERS' ASSOCIATION (A CORPORATION), ANDREW C. KEELEY, JOHN M. MILLER, WILLIAM ENGEL, CHARLES SCHAEFFER, WILLIAM F. HAUN, GEORGE EATON, CHRISTOPHER PFLAUM, JOSEPH CASANI, LOUIS WEGLEIN, E. C. FREY, J. H. PETRIE, H. T. WHITEHEAD, LOUIS NEUHOFF, W. C. GERHARD, GEORGE REICHEL, AND DAVID DEKYANE.

GREETING:

WHEREAS, the United States of America lately exhibited its bill of complaint, in the District Court of the United States, for the Eastern District of Pennsylvania, against you, the said defendants, praying to be relieved touching the matters therein complained of, and especially that you and each of you, and all acting under you and each of you, may be restrained from further infringing the rights of the said complainant in the premises, in the said bill mentioned, in any way or manner, contrary to law or equity:

We, therefore, in consideration thereof and also of the particular matters in the said bill set forth, do strictly command and enjoin you, the said Philadelphia Jobbing Confectioners' Association (a corporation), Andrew C. Keeley, John M. Miller, William Engel, Charles Schaefer, William F. Haun, George Eaton, Christopher Pflaum, Joseph Casani, Louis Weglein, E. C. Frey, J. H. Petrie, H. T. Whitehead, Louis Neuhoff, W. C. Gerhard, George Reichel, and David Dekyane, and all others acting under or with you,

and each and every of you, that from henceforth YOU DO ABSOLUTELY AND ENTIRELY DESIST AND REFRAIN

1. From combining, conspiring, confederating, agreeing, or contracting together, or with one another, or with others, orally or in writing, expressly or impliedly, directly or indirectly, to withhold their patronage from any manufacturer or producer of the commodities dealt in by the defendants, for or on account of such manufacturer or producer having sold such commodities in the territory embraced by the Philadelphia Jobbing Confectioners' Association to persons, firms or corporations other than the members of said Association.

2. From combining, conspiring, confederating, agreeing or contracting together, or with one another, or with others, orally or in writing, expressly or impliedly, directly or indirectly, with a view to preventing manufacturers or producers, or their agents, engaged in shipping and selling such commodities among the several States, from shipping and selling such commodities freely in the open market.

3. From publishing or sending to manufacturers or producers, or their agents, engaged in selling or shipping such commodities among the several States, lists of the members of said Association, for the purpose and with the intention of influencing the said manufacturers or producers, or their agents, to refrain from making sales of the said commodities in the territory embraced by said Association to others than those named in said lists, or otherwise suggesting to said manufacturers or producers, or their agents, that they refrain from making sales in the said territory to others than those named in said lists of members of said Association.

4. From sending to manufacturers or producers, or their agents, engaged in selling or shipping said commodities among the several States, communications, oral or written, suggesting directly or indirectly that such manufacturers or producers, or their agents, shall refrain from selling such commodities directly to the consuming or retail trade, or to jobbers not members of said Association: described in the said bill of complaint.

Witness the honorable the judges of the District Court of the United States for the Eastern District of Pennsylvania, at Philadelphia on this 26th day of February, A. D. 1913, and in the one hundred and thirty-seventh year of the independence of the said United States.

HENRY B. ROBB,
Dep. Clerk of District Court.

I accept service of the within injunction on behalf of the defendants.

HENRY P. BROWN,
Atty. for Defendants.

FEBRUARY 26, 1913.

gaging in the aforesaid combination or conspiracy, or from entering into any other combination or conspiracy to restrain trade in butter by any like means or devices whatsoever; and

(a) From appointing or authorizing the appointment of any officer, agent, or committee of said Elgin Board of Trade, whether of one or more persons, to fix or suggest the price or prices of butter;

(b) From maintaining a quotation committee or any other committee or agency of said Elgin Board of Trade or its membership which shall fix a price or prices of butter;

(c) From quoting or publishing any price or prices of butter purporting to be "market prices," "Elgin prices," or the prices obtaining upon the board of said defendant corporation, unless and except such prices be those which have actually obtained upon said board in bona fide sales of butter;

(d) From fixing or determining by contract, combination or agreement, the bids or offers which members of said Elgin Board of Trade shall make with respect to purchases or sales of butter, in advance of the making of said bids or offers;

(e) From requiring, compelling or demanding by board rule, by-law or otherwise, that the members of said Elgin Board of Trade use the quotations or prices of butter which are made by means of transactions upon said Elgin Board of Trade as a basic price in contracts for the purchase or sale of butter in interstate commerce;

(f) From making fictitious or washed or pretended sales or purchases of butter for the purpose of misleading any person or persons as to the actual price at which butter is being sold upon said Elgin Board of Trade, or which are intended to be used in any way as a basis for the making of quotations of prices on said Elgin Board of Trade;

(g) From making or participating in or knowingly permitting on said Elgin Board of Trade at any time any sale or purchase of butter that is not a bona fide transaction in which the seller in good faith intends to deliver the commodity and the purchaser in good faith intends to accept and pay therefor;

(h) From making or participating in or knowingly permitting to be made any sale or purchase of butter on said Elgin Board of Trade in pursuance of any combination or conspiracy by or between any two or more persons or corporations to raise or lower or affect the price of butter on said Elgin Board of Trade; and thereby to raise or lower or affect the price of butter in interstate commerce;

(i) From making or causing to be made any offer to buy or sell butter on said Elgin Board of Trade at a price which has been agreed upon by any two or more of the members of said board or by any one or more of said members and any other person or persons prior to the making of said offer.

THIRD: That the secretary of said Elgin Board of Trade furnish a copy of this decree to members of said board and to those who hereafter shall become members thereof.

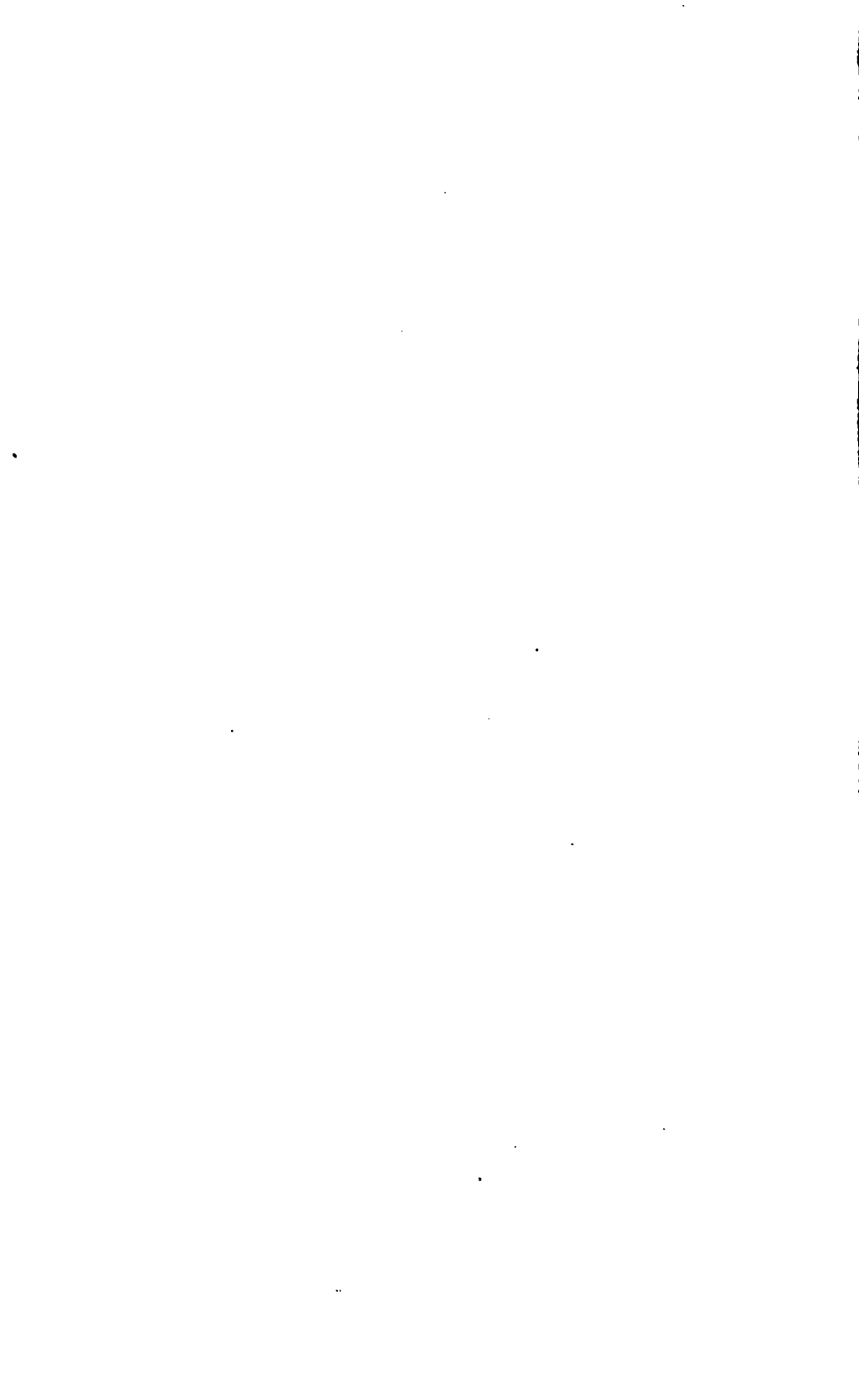
FOURTH: That the court retains jurisdiction of this case for the purpose of entertaining at any time hereafter any application which petitioner may make with respect to this decree; and

FIFTH: That the petitioner have and recover from the defendants, not dismissed, its costs.

Entered at Chicago, Illinois, this 27th day of April, A. D. 1914.

By the Court:

KENESAW M. LANDIS, *Judge.*



UNITED STATES v. KELLOGG TOASTED CORN FLAKE CO.

222 Fed. 725.

In Equity, No. 5570.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION.

UNITED STATES OF AMERICA, PETITIONER,

vs.

KELLOGG TOASTED CORN FLAKE COMPANY, WILL K. KELLOGG,
WILFRED C. KELLOGG, AND ANDREW ROSS, DEFENDANTS.

This cause came on to be heard at this term and was argued by counsel, and thereupon and upon consideration thereof, and by agreement of the parties thereto, it was *ordered, adjudged, and decreed* as follows, viz:

(1) That the plan of selling toasted corn flakes used and enforced by defendant Kellogg Toasted Corn Flake Company, its officers and agents, at the time of the filing of the petition herein and prior thereto, was in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

(2) That said defendant, Kellogg Toasted Corn Flake Company, its officers, agents, servants, and employees, and all persons acting under, through, or by it or in its behalf or claiming so to act, and said individual defendants Will K. Kellogg and Andrew Ross, and all persons acting under, through, by, or in behalf of them or either of them or claiming so to act, be, and they hereby are, from and after the fifteenth day of October, 1915, perpetually enjoined, restrained, and prohibited, as follows:

(a) From requiring jobbers to enter into any agreement or understanding to resell toasted corn flakes purchased from defendants, at a price fixed by defendants; and from suggesting to said jobbers, in writing or otherwise, that if they

fail or refuse to observe said fixed price they will be cut off from a further supply of said product.

(b) From exacting in any manner from retailers of toasted corn flakes any agreement or understanding that they shall sell the same at a price fixed by defendants; and from suggesting to said retailers, in writing or otherwise, that if they fail or refuse to observe said fixed price they will be cut off from a further supply of said product.

(c) From packing or selling said toasted corn flakes in cartons or boxes having thereon the following notice, to wit:

This package and its contents are sold conditionally by us with the distinct understanding, which understanding is a condition of the sale, that the package and contents shall not be retailed, nor advertised, nor offered for sale at less than ten cents per package. Retailing the package at less than ten cents per package is a violation of the conditions of sale, and is an infringement on our patent rights, and renders the vendor liable to prosecution as an infringer.

KELLOGG TOASTED CORN FLAKE COMPANY,
Battle Creek, Michigan.

or any notice of similar character.

(3) That petitioner have and recover its costs from said defendants.

J. W. WARRINGTON,
Circuit Judge.
LOYAL E. KNAPPEN,
Circuit Judge.
ARTHUR J. TUTTLE,
District Judge.

Filed September 29, 1915.

UNITED STATES v. KRENTLER-ARNOLD HINGE LAST CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION.**

UNITED STATES OF AMERICA

VS.

KRENTLER-ARNOLD HINGE LAST COMPANY AND OTHERS.

FINAL DECREE.

This cause coming on to be heard on this 7th day of February, 1913, before the Honorable Arthur J. Tuttle, district judge, and the petitioner having appeared by its district attorney, Clyde I. Webster, and by Malcolm A. Coles, its Special Assistant to the Attorney General, and having moved the court for an injunction in accordance with the prayer of its petition, and it appearing to the court that the allegations of the petition state a cause of action against the defendants under the provisions of the act of July 2, 1890, known as the antitrust act, that it has jurisdiction of the subject matter, and that the defendants have each either been regularly served or accepted service of process, and have appeared in open court by Clement R. Stickney, their counsel, and said defendants now by leave of the court having withdrawn their answers herein and stated in open court through their counsel that it is not their desire or intention, nor the desire or intention of any or either of them to violate the provisions of the act above referred to, but stated that it is their desire and intention and the desire and intention of each of them to comply with each and all the provisions of the statutes of the United States referring to agreements, combinations, or conspiracies in restraint of trade, and that their previous action in the premises was in the full belief

or any part thereof, the party of the first part may assign this license or such part thereof; and it is revocable by the party of the first part upon sixty days' written notice, without, however, relinquishment of any indebtedness of the licensee or claims of the licensor, or of any of the continuing covenants of the preceding paragraph; *otherwise it shall remain in force to the end of the term of the latest patent aforesaid.*

constitute agreements in restraint of interstate trade and commerce in violation of section 1 of the act of July 2, 1890, known as the antitrust act, in that they attempt to make the terms of said license agreement applicable to lasts or attachments thereto after the letters patent under which they are manufactured have expired; and the said defendants and each of them are hereby jointly and severally perpetually enjoined, restrained, and forbidden from carrying out or being bound by so much of said license agreement contained in said sections 6 and 7 thereof as attempts to extend the license agreements to lasts or attachments after the expiration of the patents under which they are manufactured, and said defendants and each of them are further hereby jointly and severally perpetually enjoined, restrained, and forbidden from hereafter agreeing or conspiring together to fix or maintain, and from maintaining or observing, an agreed price upon lasts or attachments thereto covered by any patent after such patent shall expire.

Third. That the organization and association of the licensees of the Krentler-Arnold Hinge Last Company, known as the Cary Club, described in the petition in this cause, was and is now a combination and conspiracy in direct restraint of interstate trade and commerce, in violation of the provisions of the said act of July 2, 1890, and the defendant licensees, and each of them, who now are members of said Cary Club, are hereby perpetually, jointly and severally, enjoined, restrained, and forbidden from further maintaining said organization, and from participating therein, and from hereafter creating, maintaining, or par-

ticipating, in any manner whatsoever, in any organization of like character.

Fourth. It is further hereby adjudged, ordered, and decreed that the court retains jurisdiction of this cause for the purpose of enforcing the decree herein and also for the purpose of modifying any of its injunctive provisions upon the joint application of the Attorney General and the defendants.

Fifth. It is further adjudged, ordered, and decreed that the defendants be, and they hereby are, given a period of thirty days from and after the date of entry of this decree for compliance with the terms thereof.

Sixth. It is further hereby adjudged, ordered, and decreed that the defendants pay the costs of suit to be taxed.

ARTHUR J. TUTTLE,
United States District Judge.

**UNITED STATES v. BOARD OF TRADE OF THE CITY OF
CHICAGO.**

**UNITED STATES OF AMERICA, NORTHERN DISTRICT OF
ILLINOIS, EASTERN DIVISION.**

IN THE DISTRICT COURT THEREOF,

September Term, A. D. 1915, ss:

In Equity, No. 8.

UNITED STATES OF AMERICA, PETITIONER,

vs.

**BOARD OF TRADE OF THE CITY OF CHICAGO AND OTHERS,
DEFENDANTS.**

This cause coming on to be heard at this term and having been argued by counsel, and prior thereto testimony having been taken in open court and submitted by the parties hereto, upon due consideration it is ordered, adjudged, and decreed by the court as follows:

1. That the defendants, namely, the Board of Trade of the City of Chicago and its officers and directors, consisting at the time of the filing of this suit of Edward Andrew, president; Frank B. Rice, vice president; Albert E. Cross, second vice president; and J. E. Cunningham, David S. Lasier, Leslie F. Gates, John Carden, Robert McDougal, Joseph Simons, Adolph Gerstenberg, Benjamin S. Wilson, L. Harry Freeman, George B. Quinn, John A. Rogers, John R. Manff, and William L. Gregston, its directors, by adopting, acting upon, and enforcing the rule hereinafter set out, became parties to a combination or conspiracy to restrain interstate and foreign trade and commerce in the articles corn, oats, wheat, and rye by the means hereinafter specifically enjoined and in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," and that the said Board of Trade of the City of Chicago and its officers and directors

aforesaid at the time of and since the filing of the petition herein were and have been parties to and engaged in such combination or conspiracy, in violation of said act.

Wherefore the defendant Board of Trade of the City of Chicago and its members, and its officers and directors hereinbefore named and their successors in office, and all persons acting or claiming to act for or on behalf of or in connection with said Board of Trade of the City of Chicago or any of its members concerning any of the matters set forth in the petition herein, are each and all permanently enjoined and restrained from carrying out or attempting to carry out the aforesaid combination or conspiracy, and from entering into any other like combination or conspiracy among themselves or one with another to restrain interstate or foreign trade or commerce in the articles corn, oats, wheat, and rye, or any of them, by means or devices similar to those herein specifically enjoined; and are each and all permanently enjoined and restrained—

(a) From agreeing or acting together or one with another, expressly or impliedly, directly or indirectly, for the purpose or with the effect of maintaining a limited price or any price for the articles corn, oats, wheat, and rye, or any of them, which may be arrived at by virtue of a certain "call" rule, as set forth in the petition filed herein and reading as follows:

Sec. 33.—A. The board of directors is hereby empowered to establish a public "call" for corn, oats, wheat, and rye to arrive, to be held in the exchange room immediately after the close of the regular session of each business day.

B. Contracts may be made on the "Call" only in such articles and upon such terms as have been approved by the "Call" committee.

C. The "Call" shall be under the control and management of a committee consisting of five members appointed by the president with the approval of the board of directors.

D. Final bids on the "Call," less the regular commission charges for receiving and accounting for such property, may be forwarded to dealers. It is the

intent of this rule to provide for a public competitive market for the articles dealt in and that with such market all making of new prices by members of this association shall cease until the next business day.

E. Any transaction of members of this association made with intent to evade the provisions of this rule shall be deemed uncommercial conduct, and upon conviction such member shall be suspended from the privileges of the association for such time as the board of directors may elect.

(b) From enforcing, acting upon, or hereafter adopting any similar rule, regulation, by-law, or practice or agreeing or acting together or one with another, expressly or impliedly, directly or indirectly, for the purpose or with the effect of fixing or maintaining a price on the articles corn, oats, wheat, or rye for any specified time or times.

(c) From enforcing, acting upon, or hereafter adopting any rule, regulation, by-law, or practice or agreeing or acting together or one with another, expressedly or impliedly, directly or indirectly, to the effect that members of said Board of Trade of the city of Chicago shall fix offers or bids which may be made to dealers in the articles corn, oats, wheat, or rye to arrive, which said offers or bids are to be made between the regular sessions of said Board of Trade of the city of Chicago.

2. That the secretary of said Board of Trade of the city of Chicago shall furnish a copy of this decree to each member of said association.

3. That the court retains jurisdiction of this case for the purpose of entertaining at any time hereafter any applications which the parties may make with respect to this decree or with respect to any acts of the defendants thought or claimed to be in violation thereof.

4. That the petitioner have and recover from the defendants its costs.

KENESAW M. LANDIS,
Judge.

Entered at Chicago, Illinois, this 28th day of December,
A. D. 1915.

UNITED STATES v. CLEVELAND STONE CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.**

In Equity No. 175.

THE UNITED STATES OF AMERICA, PLAINTIFF.

VS.

THE CLEVELAND STONE COMPANY, ET AL., DEFENDANTS.

FINAL DECREE.

This cause coming on to be heard this day upon the motion of the petitioner, and upon the pleadings; the plaintiff asking that the defendants be restrained from violating the provisions of the Act of Congress approved July 2nd, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," as prayed for in said petition, and for other relief; and all parties appearing by counsel; and the defendants by leave of court withdrawing their answers herein and not desiring to plead further; and stating in open court through their counsel that it is not their desire or intention, nor the desire nor intention of any or either of them to violate the provisions of the Act above referred to, but stating that it is their desire and intention, and the desire and intention of each of them, to comply with each and every and all of the provisions of the Statutes of the United States, referring to agreements, combinations or conspiracies in restraint of trade, and that their previous action in the premises was in the belief that it was not in violation of law, and that it is the desire and intention of them and each of them not to operate under or make or carry on any such contract or contracts as are contemplated by said Act of Congress as construed by the courts, the court finds that the defendants attempted to monopolize trade and commerce in the various articles described in the petition, contrary to the provisions of an Act of Congress approved July 2nd, 1890, entitled.

"An Act to protect Trade and Commerce against Unlawful Restraints and Monopolies;" and the Court finding upon the petition that the plaintiff is entitled to certain relief—

1. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the petition herein be, and hereby is, dismissed as to the defendants William B. Sanders, E. R. Perkins, Andrew Squire, George A. Garretson, J. H. Wade, George K. Beddoe, Charles W. Walters, Thomas J. Voernia and J. C. O'Brien.

2. It is ordered, adjudged and decreed that The Cleveland Stone Company, The Ohio Building Stone Company, The Ohio Stone Company, The Kipton Stone Company, The Malone Stone Company, The Forest City Stone Company, The Grafton Stone Company, The Currier Stone Company, The Ohio Grindstone Company, The Mussey Stone Company, The Clough Stone Company, The Berea Stone Company, The Atlantic Stone Company, The Haldeman Stone Company, The American Quarries Company, The Perry, Matthews, Buskirk Stone Company, The Bedford Quarries Company, The Indiana Quarries Company, and The Indiana Quarries Company of New York, and the officers and agents of each of them be perpetually enjoined and restrained from entering into any contracts or agreements with their competitors to fix or agree upon the prices of grindstone, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, flag stone, curb stone, building or other stone, and from inducing any competitor to enter into any such contract, agreement, or understanding.

3. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies herein named, their officers and agents, in paragraph two hereof be perpetually enjoined from fixing re-sale prices and from issuing re-sale price lists and from agreeing with dealers and jobbers and requiring dealers and jobbers to agree to maintain re-sale prices of grindstones, grindstone frames, mounted grindstones, grindstone fixtures, or any other stone, as fixed by the defendant, The Cleveland Stone Company; and from refusing or threatening to refuse to do business with dealers in case they fail to maintain such re-sale prices.

4. It is ordered, adjudged and decreed that The Cleveland Stone Company may retain and maintain the separate cor-

porate organization of the following defendant companies: The Ohio Building Stone Company, The Ohio Stone Company, The Kipton Stone Company, The Malone Stone Company, The Forest City Stone Company, The Grafton Stone Company, The Currier Stone Company, The Ohio Grindstone Company, The Mussey Stone Company, The Clough Stone Company, The Berea Stone Company, The Atlantic Stone Company, The Haldeman Stone Company, The American Quarries Company, The Perry, Matthews, Buskirk Stone Company, The Bedford Quarries Company, for the sole and only purpose of retaining the trade name, the good will and the corporation name, and for such purposes only.

5. It is ordered, adjudged and decreed that The Indiana Quarries Company and The Indiana Quarries Company of New York, a selling agency of The Indiana Quarries Company, may retain their corporate powers and names for all purposes, provided that defendants or any of them in doing business shall cause it to appear to the public that such corporations are owned and controlled by the defendant, The Cleveland Stone Company.

6. It is ordered, adjudged and decreed that defendant, The Cleveland Stone Company, its officers and agents, and the other companies named, their officers and agents, be perpetually enjoined from requiring of or entering into of any contract with any jobber or dealer in grindstones, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, or other articles mentioned in the catalog of The Cleveland Stone Company for the year 1910, or in any other catalog or list, now or hereafter issued, wherein and whereby such jobber or dealer agrees not to buy or to receive any grindstones, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, or other articles listed in the catalog herein referred to, or in any other catalog or list, made by any other manufacturer or competitor of said The Cleveland Stone Company and the other defendant companies herein named, and also from refusing or threatening to refuse to deal with such jobber or dealer in case he fails to carry out such contract or agreement, provided always that nothing herein contained shall be construed as enjoining defendants from entering

into contracts with purchasers authorized by an Act of Congress passed October 15th, 1914, entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and Monopolies and for Other Purposes" commonly known as the "Clayton Act."

7. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies herein named, their officers and agents, be perpetually enjoined from agreeing to pay and from paying to any jobber or dealer a rebate or premium on the articles mentioned and referred to in paragraph 6 hereof, purchased by said jobber or dealer from the Cleveland Stone Company, or the companies herein named, on condition that such jobber or dealer shall refuse to purchase, to receive, or to handle the like products manufactured or produced by any competitor of The Cleveland Stone Company or the other companies herein named.

8. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies named, their officers and agents, be perpetually enjoined from agreeing with jobbers or dealers and from requiring or compelling jobbers or dealers to agree to maintain re-sale prices of the articles mentioned fixed by the defendants, or any of them and from refusing or threatening to refuse to do business with jobbers or dealers in the event that they fail to maintain such re-sale prices.

9. Jurisdiction of this cause is retained for the purpose of giving full effect to this decree, or taking such other action, if any, as may become necessary or appropriate for the carrying out and enforcement of this decree.

10. Any party to this cause, or any one succeeding to the rights of said party, in whole or in part, may make application to the court at any time for such further orders and directions as may be necessary or proper in relation to the carrying out of the provisions of this decree.

11. And it is further ordered that the defendants pay the costs of this suit to be taxed.

Entered at Cleveland, Ohio, this 11th day of February, 1916.

JOHN H. CLARKE, *Judge*.

**UNITED STATES v. DELAWARE, LACKAWANNA & WEST-
ERN R. R. CO.**

213 Fed. 240; 238 U. S. 516.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF NEW JERSEY.**

In Equity.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

**THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COM-
PANY, AND THE DELAWARE, LACKAWANNA & WESTERN COAL
COMPANY, DEFENDANTS.**

FINAL DECREE.

This cause having come on for final hearing upon pleadings and proofs, and having been argued by counsel for the respective parties on the 27th day of January, 1914, before the three Circuit Judges of the Third Judicial Circuit, under the provisions of the Act of Congress known as the "Expediting Act" of February 11th, 1903, and the said pleadings, proofs and arguments having been duly considered by the said Judges and the written opinion of the Court having been duly filed, it is now, on this 24th day of April, 1914, by the said District Court ORDERED, ADJUDGED AND DECREED

1. That the charge made in the petition herein that the defendant The Delaware, Lackawanna & Western Railroad Company has not since August 2nd, 1909, when the contract of that date between it and the defendant The Delaware, Lackawanna & Western Coal Company went into effect, in a *bona fide* way before accepting the same for carriage,

divested itself of all interest in the anthracite coal produced at its mines, or under its direction and control, or purchased from others, and that it is and has been unlawfully transporting the same in interstate and foreign commerce in violation of the Act to Regulate Commerce, as amended June 29th, 1906, is not sustained, and the petition in respect of that charge is hereby dismissed, but without prejudice to any further proceedings by the petitioner against the defendants for said cause of action.

2. That the charge made in said petition that the existing arrangements and agreements between the defendants set forth in the petition constitute a contract and combination in restraint of trade and commerce among the States, and an attempt to monopolize a part of such trade and commerce contrary to the provisions of the Act of July 2nd, 1890, is not sustained, and the petition in respect of that charge is hereby dismissed.

3. That the charge made in said petition that the defendant The Delaware, Lackawanna & Western Railroad Company is purchasing coal for re-sale or for transportation over its lines, as set forth in the petition, and that such purchase is unlawful and necessarily tends to produce a monopoly and unlawfully to hinder and restrain interstate and foreign commerce in that commodity, and constitutes an attempt to monopolize a part of such trade and commerce, is not sustained, and the petition in respect of that charge is hereby dismissed.

4. That in all other respects the said petition is hereby dismissed.

GEO. GRAY,
JOS. BUFFINGTON,
JOHN B. MCPHERSON,
Circuit Judges.

Approved as to form.

WILLIAM S. JENNEY,
Counsel for Defendant.

HOWARD THAYER KINGSBURY,
Counsel for Pet'r.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF NEW JERSEY.

UNITED STATES OF AMERICA, PETITIONER,

VS.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COM-
PANY AND THE DELAWARE, LACKAWANNA & WESTERN
COAL COMPANY, DEFENDANTS.

FINAL DECREE.

This cause having come on for hearing before this court and having been determined by a decree entered April 24, 1914, from which the petitioner appealed to the Supreme Court of the United States, which has reversed the decree of this court and issued its mandate filed herein July 8, 1915, remanding the cause:

Now, therefore, upon motion of the petitioner, it is, this 6th day of August, 1915, ordered, adjudged, and decreed as follows:

SECTION 1. That the aforesaid decree of this court entered April 24, 1914, is in all respects set aside and reversed.

SEC. 2. That the defendant The Delaware, Lackawanna & Western Railroad Company, before and at the time of the filing of the petition herein, was transporting in interstate commerce coal mined or purchased by it, from which it had not dissociated itself before the transportation, and, therefore, was violating the commodities clause of the act to regulate commerce (34 Stat., 584, c. 3591).

SEC. 3. That the defendant The Delaware, Lackawanna & Western Railroad Company, in transporting in interstate commerce coal mined and purchased by it and purporting to have been sold to the defendant The Delaware, Lackawanna & Western Coal Company under the contract of August 2, 1909, referred to in the petition, is violating the commodities clause of the act to regulate commerce (34 Stat., 584, c. 4591).

Wherefore, the defendant railroad company, its officers, directors, agents, servants, and employees, are hereby enjoined and restrained from further transporting in interstate commerce coal thus mined or purchased by it and

purporting to have been sold to the defendant coal company under the aforesaid contract of August 2, 1909.

SEC. 4. That the aforesaid contract of August 2, 1909, violates the antitrust act of July 2, 1890 (26 Stat., 209, c. 647).

Wherefore, the defendant railroad company and the defendant coal company, their officers, directors, agents, servants, and employees, are hereby enjoined and restrained from further carrying out or enforcing the provisions of the said contract.

SEC. 5. That this decree is without prejudice to the right of the United States to institute further proceedings based on any matter, thing, or transaction mentioned in the petition and not hereby specifically adjudged unlawful and enjoined.

SEC. 6. That petitioner is entitled to its costs in this court and may have execution therefor.

JOS. BUFFINGTON,
JOHN B. McPHERSON,
United States Circuit Judges.

UNITED STATES v. McCASKEY REGISTER CO.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.

In Equity No. 178.

UNITED STATES OF AMERICA, PLAINTIFF,

vs.

THE McCASKEY REGISTER COMPANY ET AL., DEFENDANT.

ORDER.

This day this cause came on for hearing and it appearing on good cause shown that this suit should be dismissed without prejudice to the right of the plaintiff to institute at any time a new action or suit based in whole or in part on the facts involved in this cause or otherwise, and it appearing that defendants have filed a stipulation with the clerk of this court in this cause consenting to the entry of an order dismissing said cause without prejudice to the right of the plaintiff to institute another suit based in whole or in part on said facts involved in this cause or otherwise.

Now therefore, it is ordered, adjudged and decreed that this suit and the petition instituting the same be, and the same are hereby dismissed at the costs of the defendants but without prejudice to the rights of the plaintiff to begin, at any time, a new action or suit, based in whole or in part upon the facts and the circumstances involved in this suit or otherwise and execution is hereby awarded plaintiff for collection of said costs.

JOHN M. KILLITS,
U. S. District Judge.

[January 7, 1915.]

Approved.

LYNCH AND DAY,
CLARK AND CLARK.

Attys. for Defendants.

**UNITED STATES v. INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS.**

UNITED STATES OF AMERICA, NORTHERN DISTRICT OF
ILLINOIS, EASTERN DIVISION, SS. IN THE DISTRICT
COURT THEREOF.

Tuesday, March 11, 1913, Present: Hon. George A. Car-
penter, District Judge.

In Equity No. 14.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION No. 9, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION No. 134, ET AL.,
DEFENDANTS.

INJUNCTION.

And now on this day this cause coming on to be heard on
the motion of the complainant for a preliminary restrain-
ing order and injunction as prayed in the bill of complaint
filed in the above entitled cause, and the complainant having
exhibited its verified bill of complaint with affidavits in sup-
port thereof, and all the defendants appearing by Edward
R. Litzinger, their solicitor, upon whom notice of the appli-
cation for this preliminary injunction has been duly served,
and the Court having heard the arguments of counsel for
the complainant and for the defendants, and now being fully
advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
until the further order of this Court the said defendants,
International Brotherhood of Electrical Workers, Local
Union No. 9, International Brotherhood of Electrical
Workers, Local Union No. 134, Martin J. Healy, indi-
vidually and as President of said Local Union No. 9, Michael
J. Boyle, individually and as President of said Local Union

No. 134, William J. Sloan, individually and as Business Agent of said Local Union No. 9, W. N. Harris, E. M. Lamie, J. J. Elliott, W. Conrad, E. D. Shanks, G. Florian, W. Saunders, B. H. Warner, W. Sinclair, S. O. Minor, A. V. Beckner, F. S. Allen, H. Coghill, M. O'Day, J. C. Carroll, Jr., J. Gaul, Bert Coghill and Frank H. Carroll, and each and every of said defendants, and each and every of the members, officers, agents, servants and representatives of the said defendants, and each of them, and any and all other persons, associations or corporations now or hereafter aiding or abetting or confederating or acting in concert with or conspiring and combining with said defendants, or any or either of them, in committing the acts and grievances, or any of them, complained of in said Bill of Complaint, and all other persons whomsoever, are enjoined and restrained from in any manner interfering with, hindering, obstructing or stopping any of the business of the Postal Telegraph Cable Company of Illinois described in said bill of complaint, in the management, conduct or operation of any of its business as a common carrier of telegraph messages between or among any states of the United States or of messages of the Government of the United States, or from in any way or manner cutting, burning, tearing or otherwise injuring, destroying or interfering with any of the telegraph lines or wires, aerial cables or underground cables of said Postal Telegraph Cable Company engaged in interstate commerce or in transmitting messages to or from states other than Illinois from or into said State of Illinois, or messages of the Government as aforesaid, and from in any manner interfering with, injuring or destroying any of the property, including the telegraph poles, wires, conduits, aerial cables, underground cables, call circuits, call boxes, and other property, of said Postal Telegraph Cable Company engaged in or used, directly or indirectly, for the purpose of, or in connection with, interstate commerce or the transmission of messages between or among different states or the transmission of messages sent by the Government of the United States or any of the officials thereof, and from compelling or inducing or attempting to compel or induce by threats, intimidation, persuasion, force or violence, any of the employes of said Postal Telegraph Cable Company to refuse, fail or neglect to perform

any of their duties as employes of said Postal Telegraph Company in connection with the interstate business or commerce of such Company or the transmission of messages between or among different states as aforesaid or the transmission of messages of the Government of the United States or any of the officials thereof, or to temporarily or permanently suspend the performance of any of their duties as employes of said Postal Telegraph Cable Company, and from compelling or inducing or attempting to compel or induce by threats or intimidation, force or violence any of the employes of said Postal Telegraph Cable Company, who are employed thereby in its service in the conduct of interstate business aforesaid or in the transmission of Government messages, to leave the service of said Postal Telegraph Cable Company, and from preventing any persons whatever by threats, intimidation, force or violence from entering the service of said Postal Telegraph Cable Company and doing the work thereof in interstate commerce as aforesaid, and from doing any act whatever in furtherance of any conspiracy or combination to restrain said Postal Telegraph Cable Company in the free and unhindered control, handling and transmission of messages over its lines, and from ordering, directing, aiding, assisting or abetting in any manner whatever, any person or persons to commit any or either of the acts aforesaid.

AND IT IS FURTHER ORDERED that the aforesaid injunction and writ of injunction shall be in force and binding upon each of said Local Unions aforesaid and all officers, members, agents and representatives thereof from and after the service of said order upon the President or any one of the officers of each of said Local Unions respectively by delivering a copy hereof or by reading the same to such President or officer of each of said Local Unions respectively, and that the same shall be binding upon each and all of the other defendants named herein from and after the service of said order upon them and each of them respectively by delivering a copy or by reading the same to them or each of them or by the publication thereof by posting or printing the same or by otherwise bringing the same to their notice or knowledge, and that said order and every part thereof

shall be severally binding upon all of said defendants and upon all other persons from and after the time that they severally have knowledge of the entry of said order or the existence of said injunction.

Enter:

CARPENTER,
Judge of the District Court.

Dated this *11th* day of March, A. D. 1913.

IN THE DISTRICT COURT OF THE UNITED STATES OF
AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION.

In Equity No. 14.

UNITED STATES OF AMERICA
vs.
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNIONS NOS. 9 AND 134, ET AL.

DECREE.

This cause coming on to be heard upon the bill of complaint of the United States of America, petitioner herein and upon the answer of the defendants filed herein on March 21, 1913, and upon the temporary injunction heretofore entered herein on March 11, 1913; and the said United States of America, petitioner herein, now moving that said temporary injunction be made permanent, and it appearing to the Court that the allegations of the petition herein are sufficient under the provisions of the act to regulate commerce and the amendments thereto, and that the Court has jurisdiction of the persons and the subject matter and that the defendants have each been regularly served with proper process and have filed their answers to the said petition, and the said defendants appearing now by their solicitors, Litzinger, McGurn and Reid, have given and do now give in open court their consent to the rendition and entering of the following decree and the court being fully advised:

The Court finds that the material allegations of the Bill of Complaint are sustained.

Now, therefore, it is ordered, adjudged and decreed:

That the said defendants, International Brotherhood of Electrical Workers, Local Union No. 9, International Brotherhood Electrical Workers, Local Union No. 134, Martin J. Healy, individually and as President of said Local Union No. 9, Michael J. Doyle, individually and as President of said Local Union No. 134, William J. Sloan, individually and as Business Agent of said Local Union No. 9, W. N. Harris, E. M. Lamie, J. J. Elliott, W. Conrad, E. D. Shanks, G. Florian, W. Saunders, B. Warner, W. Sinclair, S. O. Minor, A. V. Beckner, F. S. Allen, H. Coghill, M. O'Day, J. C. Carroll, Jr., J. Gaul, Bert Coghill and Frank H. Carroll, and each and every of said defendants, and each and every of the members, officers, agents, servants and representatives of the said defendants, and each of them, and any and all other persons, associations or corporations now or hereafter aiding or abetting or confederating or acting in concert with or conspiring and combining with said defendants, or any or either of them, in committing the acts and grievances, or any of them, complained of in said Bill of Complaint, and all other persons whomsoever, are permanently enjoined and restrained from in any manner interfering with, hindering, obstructing or stopping any of the business of the Postal Telegraph Cable Company of Illinois described in said Bill of Complaint, in the management, conduct or operation of any of its business as a common carrier of telegraph messages between or among any states of the United States or of messages of the Government of the United States, or from in any way or manner cutting burning, tearing or otherwise injuring, destroying or interfering with any of the telegraph lines, wires, aerial cables or underground cables of said Telegraph Cable Company engaged in interstate commerce or in transmitting messages to or from states other than Illinois from or into said State of Illinois, or messages of the Government as aforesaid, and from in any manner interfering with, injuring or destroying any of the property, including the telegraph poles, wires, conduits, aerial cables, underground cables, call circuits, call boxes, and other property, of said Telegraph Cable Company engaged in or used for the purpose, directly

Ford, Ltd.; and from hereafter holding in any way, directly or indirectly, any such stock, bonds or other securities except as hereinafter provided. This prohibition shall not apply to negotiable instruments given by Penick & Ford, Ltd. to the Corn Products Refining Company for the purchase price of supplies and materials in the ordinary course of business.

2. That on or before the times herein fixed the defendant, Corn Products Refining Company, shall sell and absolutely dispose of all notes of William S. Penick and James P. Ford and Fred T. Bedford, or any of them, now held by it; such disposition to be to persons not stockholders in, nor officers, directors or agents, nor otherwise under the control of the said Corn Products Refining Company or any subsidiary thereof, such persons if other than W. S. Penick, James P. Ford or Fred T. Bedford to be approved by the court.

(a) The note signed by William S. Penick, dated New York, March 1st, 1911, payable in installments on October 14th of each of the years 1911, 1912, 1913, 1914, 1915, 1916 and 1917, secured by four hundred (400) shares of the capital stock of Penick & Ford, Ltd., standing in the name of William S. Penick, which shall be so sold on or before November 1st, 1917;

(b) The note of James P. Ford, dated New York, March 1st, 1911, payable in installments on the 1st day of October in each of the years 1911, 1912, 1913, 1914, 1915, 1916 and 1917, as secured by four hundred (400) shares of the capital stock of Penick & Ford, Ltd., standing in the name of James P. Ford, which note shall be so sold on or before November 1st, 1917;

(c) The joint and several note of William S. Penick and James P. Ford, dated December 15th, 1913, and maturing January 1st, 1919, secured by two thousand one hundred and two and two-thirds (2,102-2/3) shares of stock in Penick & Ford, Ltd., standing in the names of William S. Penick and James P. Ford, which note shall be so sold on or before January 1st, 1919.

At the time of such sale of said notes, or upon payment thereof by the makers, the respective shares of stock securing the same, standing as aforesaid, in the names of William

S. Penick and James P. Ford, and now held by the Corn Products Refining Company as collateral security for the payment of the above described notes, shall be released from said pledge and delivered to the makers of the notes, if paid by them, or to the purchasers thereof.

Provided, that if the Corn Products Refining Company after reasonable effort in good faith so to do, be unable to dispose of said notes before the dates respectively mentioned above, it may apply to the court for an enlargement of the said time, and the court may for good cause shown extend such time if it deem proper. Said application is to be made if at all at least sixty (60) days before the expiration of the times herein fixed for the sale and disposition of said notes.

3. The defendant, Corn Products Refining Company, hereby is enjoined and prohibited from at any time hereafter acquiring the ownership of said stock of the defendant Penick & Ford, Ltd., at any judicial or conventional sale thereof whether or not made in the foreclosure or enforcement of said pledge, and hereby is enjoined and prohibited from voting thereon at any corporate meeting of said defendant Penick & Ford, Ltd., and from demanding or receiving any proxy so to vote thereon, and from controlling or directing, or attempting to control or direct, the manner or method in which said shares may be voted by the legal or registered owners thereof at any such corporate meetings, and from demanding or receiving any dividends that may be declared thereon, except for the purpose and to the extent of crediting such dividends on the indebtedness evidenced by said notes of the said defendants William S. Penick and James P. Ford.

4. The defendant Corn Products Refining Company, its officers, directors and stockholders hereby are enjoined and prohibited from hereafter voting, directly or indirectly, on any shares of stock of said defendant Penick & Ford, Ltd., however held, at any corporate meetings of said defendant Penick & Ford, Ltd., and from exercising or attempting to exercise, directly or indirectly, any control, domination or direction as stockholders, officers or directors over the affairs and business of said defendant Penick & Ford, Ltd.

5. That on or before January 1st, 1918, the defendant Corn Products Refining Company shall sell and absolutely dispose of to persons not its stockholders, officers, directors or agents or otherwise under its control, the Four Hundred and Eighty-four Thousand (\$484,000) Dollars of debenture bonds of the defendant Penick & Ford, Ltd., now owned by the said Corn Products Refining Company, and the purchaser or purchasers of the said bonds if other than the defendants Penick & Ford, Ltd., or William S. Penick, or James P. Ford, or Fred T. Bedford, shall be approved by the court.

Provided, that if the Corn Products Refining Company after reasonable effort in good faith so to do, be unable to dispose of said bonds before the date mentioned above, it may apply to the court for an enlargement of the said time, and the court may for good cause shown extend such time if it deem proper. Said application is to be made if at all at least sixty (60) days before the expiration of the time herein fixed for the sale and disposition of said bonds.

6. The defendants Fred T. Bedford, William S. Penick and James P. Ford and each of them, are hereby enjoined and prohibited so long as he is an officer, director, stockholder or agent of the defendant Penick & Ford, Ltd., from being or becoming an officer, director, agent, employee or stockholder of the defendant Corn Products Refining Company.

7. The defendant Corn Products Refining Company, its officers, directors and stockholders, hereby are enjoined and prohibited from entering into any agreement, contract, arrangement or understanding with said defendant Penick & Ford, Ltd., its officers, directors or stockholders, whereby the prices of products manufactured and handled by said companies are fixed, or whereby territory is allotted or divided between said Companies, or whereby in any other way competition between said Companies in the manufacture and sale of said products shall be restrained; provided, that the injunction in this paragraph mentioned shall not be construed to prohibit said defendant Corn Products Refining Company from making contracts with said defendant Penick & Ford Ltd., in the usual, ordinary and legitimate course

of business, for the purchase or sale of raw materials used by either of said Companies in its business.

8. The defendant, Corn Products Refining Company, its officers, directors and stockholders hereby are enjoined and prohibited, directly or indirectly, from purchasing, leasing or otherwise acquiring any manufacturing plant of said defendant Penick & Ford, Ltd., or the business or any part thereof of said defendant Penick & Ford, Ltd.

9. The defendant Corn Products Refining Company is hereby restrained from having officers, directors, salesmen or other employees who are officers, directors, stockholders, agents, brokers or employees of the defendant Penick & Ford, Ltd.; and the defendant Penick & Ford, Ltd., is hereby restrained from having officers, directors, salesmen or other employees who are officers, directors, stockholders, agents, brokers or employees of the defendant Corn Products Refining Company or any subsidiary thereof, except that in reference to "brokers" the limitation of this section shall not apply unless such brokers are stockholders in either Penick & Ford, Ltd., or Corn Products Refining Company, or their subsidiaries.

10. The defendant Penick & Ford, Ltd., and the defendants William S. Penick, and James P. Ford, and Fred T. Bedford, so long as they are stockholders, officers, directors or employees of the said defendant Penick & Ford, Ltd., and all the officers, directors and employees of the defendant Penick & Ford, Ltd., are hereby enjoined and prohibited from acquiring or holding in any way, directly or indirectly, any shares of stock or bonds or other securities of the defendant Corn Products Refining Company, except by bequest, inheritance, or through the statutes of distribution, and should said William S. Penick, James P. Ford or Fred T. Bedford or either of them, so acquire any such stock, bonds or other securities of the Corn Products Refining Company, he shall within the period of two (2) years from the date of such devolution in good faith sell and absolutely dispose of all such shares of stock, bonds and securities to persons not stockholders, officers, directors or agents of said Penick & Ford, Ltd., or otherwise under its control, nor under the control of the said William S. Penick, James P. Ford or Fred T. Bedford; or within the said period of two (2)

years he shall in good faith sell and absolutely dispose of all shares of stock, bonds and other securities then held by him in said Penick & Ford, Ltd., such sale and disposition to be to persons not stockholders, officers, directors or agents of said Corn Products Refining Company.

11. The defendant Penick & Ford, Ltd., its officers, directors and stockholders, hereby are enjoined and prohibited from entering into any agreement, contract, arrangement or understanding with the defendant Corn Products Refining Company, its officers, directors or stockholders, whereby the prices of products manufactured and handled by said Companies are fixed, or whereby territory is allotted or divided between said Companies, or whereby in any other way competition between said Companies in the manufacture and sale of said products shall be restrained; provided, that the injunction in this paragraph mentioned shall not be construed to prohibit the defendant Penick & Ford, Ltd., its stockholders, officers, and directors from making contracts with the said defendant Corn Products Refining Company in the usual, ordinary and legitimate course of business for the purchase or sale of raw materials used by either of said Companies in its business.

12. The defendant Penick & Ford, Ltd., its officers directors and stockholders are hereby enjoined and prohibited from hereafter acquiring or holding, directly or indirectly, any shares of stock in Oelerich & Berry Company, a corporation under the laws of Illinois, except that the defendant Penick & Ford, Ltd., may hold, under the restrictions hereinafter mentioned of this decree, certain seven hundred and sixty (760) shares in said Company, belonging to and standing of record on the books of said Company in the name of F. A. Oelerich and held by it in pledge as collateral security to the note of F. A. Oelerich, dated the 5th day of March, 1914.

13. That as to said seven hundred and sixty (760) shares of stock in Oelerich & Berry Company, held by said defendant Penick & Ford, Ltd., as collateral security to the said note of F. A. Oelerich, same may be held by said defendant Penick & Ford, Ltd., as such collateral security until the maturity thereof; if said note is not paid at maturity it shall be sold by said Penick & Ford, Ltd.; but said defendant

Penick & Ford, Ltd., its officers, directors and stockholders hereby are enjoined and prohibited from at any time acquiring the ownership of said stock in Oelerich & Berry Company at any judicial or conventional sale thereof, whether or not made in the foreclosure or enforcement of said pledge, and hereby are enjoined and prohibited from voting thereon at any corporate meetings of said Oelerich & Berry Company, and from demanding or receiving any proxy so to vote thereon and from controlling or directing, or attempting to control or direct, the manner or method in which said shares may be voted by the legal or registered owner thereof at any such corporate meetings, and from demanding or receiving any dividends declared thereon, except for the purpose and to the extent of crediting such dividends on the indebtedness evidenced by said note of said F. A. Oelerich.

14. The defendant Penick & Ford, Ltd., its officers, directors, and stockholders hereby are enjoined and prohibited from entering into any agreement, contract, arrangement or understanding with Oelerich & Berry Company, its officers, directors or stockholders, whereby the prices of products manufactured and handled by said Companies are fixed, whereby territory is allotted or divided between said Companies, or whereby in any other way competition between said Companies in the manufacture and sale of said products, shall be in any way unreasonably restrained; provided, that the injunction in this paragraph mentioned shall not be construed to prohibit Penick & Ford, Ltd., the defendant, from making contracts with said Oelerich & Berry Company in the usual, ordinary and legitimate course of business, for the purchase or sale of raw materials used by either of said Companies in its business.

15. The defendants Corn Products Refining Company and Penick & Ford, Ltd., are enjoined and prohibited from purchasing any of the property or plants or business of said Oelerich & Berry Company.

16. That all contracts heretofore made between said defendant Penick & Ford, Ltd., and any corporations or persons whereby said corporations or persons obligate themselves not to engage in the molasses or syrup business are decreed null and void in respect to said provisions, and said

defendant Penick & Ford, Ltd. is forever enjoined from enforcing said provisions of said contracts.

17. Jurisdiction of the defendants Penick & Ford, Ltd., William S. Penick, James P. Ford, and Fred T. Bedford is hereby retained for the purpose of enforcing this decree, but in all respects said defendants are hereby dismissed from this cause; and the entry of this decree shall be without prejudice to the rights of the plaintiff and the other defendants, and shall not in any way be considered as an adjudication by the court of the charges made in the petition against the Corn Products Refining Company and the defendants not hereby dismissed, but as to all such charges, the same shall be heard and disposed of upon the evidence taken and to be taken by the parties.

18. That compliance with each and every order heretofore made in this decree, shall be completed within the times herein specified, and that a showing by said defendants as to compliance with this order shall be made within said period.

(Signed) JULIUS M. MAYER,
District Judge.

New York City, May 14th, 1915.

IN THE DISTRICT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

E. 10-122.

UNITED STATES OF AMERICA, PETITIONER,
vs.

CORN PRODUCTS REFINING COMPANY, NATIONAL STARCH COMPANY, ST. LOUIS SYRUP & PRESERVING COMPANY, NOVELTY CANDY COMPANY, EDWARD T. BEDFORD, WILLIAM J. MATHESON, FREDERICK T. FISHER, C. H. KELSEY, A. B. BOARDMAN, GEORGE S. MAHANA, GEORGE M. MOFFETT, WILLIAM H. NICHOLS, Jr., A. A. SMITH, JAMES SPEYER, E. BEVERLY WALDEN, C. M. WARNER, THOMAS P. KINGSFORD, R. S. BRUNS, F. A. LOHMEYER, EDWARD T. BEDFORD, 2d, A. N. WATKINS, C. H. LORENZ, AND LOUIS SUSS, DEFENDANTS.

FINAL DECREE.

This cause duly came on to be heard before the Honorable Learned Hand, District Judge, at the March, 1916, term of

this Court, and was argued by Jesse C. Adkins, Esq., and Van Sinderen Lindsley, Esq., for the petitioner, and by Hon. Morgan J. O'Brien, James M. Sheean, Esq., Albert B. Boardman, Esq., and Preston Davie, Esq., for the defendants; and thereupon, after consideration thereof, in an opinion of the Court filed on the 24th day of June, 1916, it is now ORDERED, ADJUDGED AND DECREED

FIRST. The Glucose Sugar Refining Company, and the Corn Products Company as originally organized and as subsequently conducted and until their merger with the defendant Corn Products Refining Company, were combinations in restraint of trade and commerce among the several states and with foreign nations in starch, glucose, and grape sugar made from corn, and their derivatives, contrary to the Act of Congress of July 2, 1890, generally known as the Anti-Trust Act.

SECOND. The defendant Corn Products Refining Company as originally organized in 1906 was, and has since been, and now is a combination in restraint of trade and commerce among the several states and with foreign nations in starch, glucose, and grape sugar made from corn and their derivatives, and in mixed syrup containing 85% or thereabouts of glucose, and as such has violated and now violates the Act of Congress of July 2, 1890, generally known as the Anti-Trust Act.

THIRD. The defendant Corn Products Refining Company upon its organization and thence hitherto has monopolized and attempted to monopolize, and is now monopolizing and attempting to monopolize, the trade and commerce among the states and with foreign nations in starch, glucose, and grape sugar made from corn, and their derivatives, and has attempted and is now attempting to monopolize such trade in mixed syrups containing 85% or thereabouts of glucose; contrary to the aforesaid Act of Congress of July 2, 1890.

FOURTH.—

(A) Defendants Edward T. Bedford, William J. Matheson and Charles M. Warner combined, with other persons, to form the defendant Corn Products Refining Company; since its organization in 1906 they have been directors thereof, and said Edward T. Bedford has been its presi-

dent. Defendants E. Beverly Walden, George M. Moffett, George S. Mahana, Frederick T. Fisher, and A. A. Smith from the time of its organization have been officers and employees of defendant Corn Products Refining Company, and since June 19, 1906, said Walden and said Moffett and defendant Thomas P. Kingsford have been directors thereof. Since April 28, 1910, said Mahana has been a director thereof; since September 17, 1909, defendant Fisher has been a director thereof; and since March 28, 1911, defendant Smith has been a director thereof. Since its organization all of said defendants in this paragraph before mentioned have been and now are combined with defendant Corn Products Refining Company in said combination in restraint of trade and in said monopoly and attempt to monopolize and in the unfair methods of competition set forth hereinafter, and have violated and are now violating said antitrust law.

(B) The defendants James Speyer and Clarence H. Kelsey became directors of the defendant Corn Products Refining Company on December 31, 1909; defendant A. B. Boardman became such director March 22, 1910; William H. Nichols, Jr., became such director March 21, 1911.

(C) Defendants National Starch Company, St. Louis Syrup and Preserving Company, and Novelty Candy Company are controlled through stock ownership by the defendant Corn Products Refining Company. Defendants E. Beverly Walden, R. S. Bruns, Frederick T. Fisher, and George M. Moffett are officers and directors of said National Starch Company. Defendants C. H. Lorenz, Louis Suss, and A. A. Smith are officers and directors of defendant St. Louis Syrup and Preserving Company. Defendants F. A. Lohmeyer, Benjamin Schneewind, C. W. Lohmeyer, Edward T. Bedford, 2d., and A. N. Watkins are officers and directors of defendant Novelty Candy Company. Said corporate defendants and the Glucose Sugar Refining Company and Corn Products Company until their merger likewise have been and are combined with defendant Corn Products Refining Company in the combination in restraint of trade and in the monopoly and attempt to monopolize trade and in the unfair methods of competition aforesaid.

FIFTH. The aforesaid unlawful combination shall be forever dissolved, and to that end and in order to restore competitive conditions and to bring about a situation in harmony with law, the factories, business, and assets of the Corn Products Refining Company shall be divided in such manner and into such parts of separate and distinct ownership as shall be necessary for that purpose.

SIXTH. Within 120 days from the entry of this decree, or in case an appeal be taken therefrom to the Supreme Court of the United States and duly prosecuted, then within 120 days after the filing in this court of the mandate of the Supreme Court affirming the decree, a plan for carrying out such dissolution shall be filed by the defendants with the Federal Trade Commission as master in chancery under Section 7 of the Federal Trade Commission Act, and the said Commission shall thereupon hear all the parties and report to the court a plan which will effectually dissolve the combination and restore a condition in harmony with law. If the defendants shall fail to present such a plan within the time stated, this court will take such further steps by receivership or otherwise as may then seem necessary to dissolve the unlawful combination and create a new situation in harmony with law.

SEVENTH.—

UNFAIR METHODS OF COMPETITION.

(A) PROFIT SHARING PLAN.

On November 12, 1906, defendant Corn Products Refining Company agreed to pay to each purchaser of glucose and grape sugar 10 cents per 100 pounds on all such articles bought from it during the six months ending December 31, 1906, provided the purchaser bought all his needs of those articles from the Corn Products Refining Company during the year 1907, such payments to be made January 1, 1908. The plan was continued through 1906, 1907, 1908, and 1909, the profits for 1909 not becoming due until the end of the year 1910. The profit varied, beginning at 10 cents per 100 pounds and afterwards 15 cents for each of the years 1907 and 1908, and for the year 1909, 5 cents. At the time this plan was adopted defendant Corn Products Refining Com-

pany was the only manufacturer of glucose and grape sugar in the United States and had the entire trade therein; but four other manufacturers, namely, the Union Starch and Refining Company, the Clinton Sugar Refining Company, J. C. Hubinger Brothers Company, and Western Glucose Company, were preparing to manufacture glucose, and the two first named were nearly ready to begin.

(B) THE TRANSACTION WITH AMERICAN MAIZE PRODUCTS COMPANY AND STEIN, HIRSCH AND CO.

In the early part of 1908 the defendant Corn Products Refining Company threatened American Maize Products Company with an invasion of the business of the Royal Baking Powder Company if it continued its starch and glucose business, and in consideration of Corn Products Refining Company agreeing to refrain from entering the baking powder business, the American Maize Products Company agreed to sell one-half of the starch and glucose manufactured by it to the Corn Products Refining Company and to limit its output of starch and glucose and to cease its efforts to secure a reduction in east-bound glucose freight rates. Pursuant to said arrangement, American Maize Products Company did limit its output of starch and glucose and ceased its effort to secure a reduction of said freight rates, and Corn Products Refining Company in 1908 and 1909 bought from American Maize Products Company a large part of the glucose made by American Maize Products Company, which it sold through Stein, Hirsh and Company falsely as brokers for "bogus independent" manufacturers and as "bogus independent" manufacturers of glucose, to customers of the Clinton Sugar Refining Company, the J. C. Hubinger Brothers Company, and of the Union Starch and Refining Company, at lower prices than those at which such companies were selling their glucose, and at prices lower than those at which defendant Corn Products Refining Company was selling openly to its customers.

(C) DEFENDANTS' ENTRY INTO THE CANDY BUSINESS.

In 1907 Corn Products Refining Company secretly bought control of the Manniere Yoe Syrup Company, with a fac-

tory at Chicago, and in 1908 caused the latter to manufacture and sell certain grades of candy made largely of glucose at or below cost for the purpose of causing injury to the National Candy Company, the construction of whose glucose factory at Clinton it had tried to stop. Corn Products Refining Company continued this plan throughout 1909, meanwhile denying ownership or interest in the Manniere Yoe Syrup Company, but making threats to the National Candy Company and to other manufacturing confectioners to go into the candy business unless the former limited its output of glucose, and the latter bought their glucose principally from Corn Products Refining Company.

In January, 1910, in execution of these threats, Corn Products Refining Company openly acquired defendant Novelty Candy Company and transferred to it the candy factory of Manniere Yoe Syrup Company and other candy factories at Jersey City, Pittsburgh, and Memphis. It thereupon caused Novelty Candy Company to sell candy in three out of its four plants at cost or less.

(D) PRICE CONTROL.

(1) PRICE CAMPAIGN.

In 1910 and 1911 the defendants, having sufficient producing capacity to supply 90 per cent or more of the demand, attempted to drive down the price of their main products, starch and glucose, below a fair profit, meanwhile making up the profits necessary for their own dividends by the sales of their package starches, grape sugar, and their other specialties.

During a portion of this period Corn Products Refining Company sold glucose at or below cost, and during the whole of 1910 it lowered the prices of glucose and starch to a profit of not more than four cents a bushel. This profit was lower than had existed before in the industry and was less than a fair profit; it was, and was known to be, an insufficient return upon capital to induce capital to embark in the business. The independent manufacturers were compelled to follow these low prices, and at times were compelled to sell at less than cost.

(2) PRICE MANIPULATION OF GRAPE SUGAR.

Before January, 1912, defendant Corn Products Refining Company sold grape sugar at a differential of 14 cents per 100 pounds more than glucose, although the cost of production was no more than glucose. At that time it decreased such differential to 9 cents to discourage the production of grape sugar by American Maize Products Company, and thereafter, to the conclusion of the testimony in this case, it manipulated the differential of grape sugar for the same purpose.

(E) CONTROL OF THE SYRUP TRADE.

In 1907 the defendant Corn Products Refining Company adopted a policy to drive out of business mixers of mixed syrup containing 85% or thereabouts of glucose for the purpose of monopolizing such trade in the United States, and for this purpose began to lessen the difference in prices between glucose and syrup so that the independent mixers would have small opportunity to buy the glucose and sell the mixed product at a profit. In 1909 and for the years 1910 and 1911 Corn Products Refining Company sold Karo syrup at a loss. In February, 1912, without adequate warning Corn Products Refining Company discontinued making and selling syrups in private brands of grocers and others, for the purpose of having its own brands dominate the syrup market as much as possible.

(F) RELATIONS WITH RAILROADS.

(1) EASTBOUND GLUCOSE RATE.

Defendant Corn Products Refining Company and its officials, by private communications and importunities to the railroad officials, secured an increase in the eastbound freight rates on glucose in May, 1907, and by further private communications and importunities to the railroad officials, including their presidents, as well as in open meetings and by secretly furnishing the railroads with facts and arguments with which to meet the protests of the independent manufacturers, prevented the reduction of rates as promised by the

railroads on April 15, 1908. Defendant Corn Products Refining Company, as a part of its agreement with the American Maize Products Company, hereinbefore mentioned, procured the American Maize Products Company to cease its efforts to secure a reduction in said rates. The advantage thus obtained continued until the Interstate Commission, in August, 1912, ordered said rates reduced.

(2) BARREL AND TANKAGE RATES CLINTON TO ST. LOUIS.

In 1909 at the secret solicitation of defendant Corn Products Refining Company and without the knowledge of the Clinton Sugar Refining Company, the railroads increased the tank rates from both Chicago and Clinton to St. Louis to 10 cents; the purpose of Corn Products Refining Company was to injure its competitors, the Clinton Sugar Refining Company and the National Candy Company, which owned several factories in St. Louis.

(G) STARCH AGREEMENT OF 1906.

In 1906 Corn Products Refining Company through its representatives, Walden and Reichman, entered into an informal understanding with the representatives of Douglas & Company, Peil Brothers Starch Company, and J. C. Hubinger Brothers Company, their competitors, to maintain the price of starch. The Corn Products Refining Company in 1909 attempted to induce its competitors, and particularly the Clinton Sugar Refining Company, to restrict their production. The defendant Walden in November, 1906, offered A. E. Staley certain bulk prices on starch in consideration of his not preparing or grinding corn in the manufacture of starch.

(H) INTENT BEHIND THESE METHODS.

All the expedients hereinbefore specified in this seventh article of this decree were undertaken and intended to prevent others from giving to the public equal service at equal terms with the defendant Corn Products Refining Company and to maintain and secure the market without continued competition in service and price. Each of said

expedients was an unfair method of competition and was intended to and did assist the defendant in maintaining its monopoly.

EIGHTH. The corporate defendants, all the individual defendants as directors or employees of the corporate defendants, and the defendants Edward T. Bedford, William J. Matheson, Charles M. Warner, E. Beverly Walden, George M. Moffett, George S. Mahana, Frederick T. Fisher, and A. A. Smith, individually, are jointly and severally hereby enjoined from continuing or resuming any of the unfair methods of competition specified in the seventh article of this decree, if undertaken with the intent specified in subdivision (H) of said seventh article; provided that nothing herein contained shall enjoin or restrain defendants from selling or offering for sale any of their products at prices made in good faith to meet competition, or from changing differentials in price between their different products, if and when done in good faith because of different costs of manufacture or sale, or different consumptive demands, or different competitive conditions, as between such products, or in any respect enjoin or restrain fair, free, and *bona fide* competition.

NINTH. Jurisdiction of the cause is retained for the purpose of making such further orders as may be necessary to carry this decree into effect and secure the dissolution of the combination and monopoly hereinabove adjudged to be unlawful. In case the defendants or any of them see fit to appeal from this decree the supersedeas bond is fixed at \$50,000.00, to be approved by a judge of this court.

TENTH. The petitioner shall recover its taxable costs and have execution therefor against the defendant Corn Products Refining Company, but this decree is not to be taken as indicating what the final incidence of such costs should be as between said Corn Products Refining Company and any of the individual defendants.

Dated New York City, November 13, 1916.

LEARNED HAND, D. J.

UNITED STATES v. AMERICAN THREAD CO.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF NEW JERSEY.

In Equity, No. 812.

UNITED STATES OF AMERICA, PETITIONER,

vs.

**THE AMERICAN THREAD COMPANY, THE THREAD AGENCY,
THE SPOOL COTTON COMPANY, J. & P. COATS, LIMITED, THE
CLARK THREAD COMPANY, THE CLARK MILE-END SPOOL
COTTON COMPANY, GEORGE A. CLARK & BROTHER, J. & P.
COATS (RHODE ISLAND) INCORPORATED, JAMES CHADWICK
& BROTHER, LIMITED, ENGLISH SEWING COTTON COMPANY,
LIMITED, JONAS BROOK & BROTHERS, LIMITED, FRANK E.
KALEY, ROBERT C. KERR, E. MARTIN PHILIPPI, JOSEPH G.
WYLIE, JOSEPH PALMER, FRANK H. ROBY, SIR THOMAS
GLEN-COATS, BARONET, JOHN WILLIAM CLARK, WALTER P.
NEEL, ROBERT B. SYMINGTON, JAMES VALENTINE, JOSEPH
BOWKER, JAMES O. M. CLARK AND G. BION ALLEN, DE-
FENDANTS.**

FINAL DECREE.

This cause having come on to be heard on this second day of June, in the year nineteen hundred and fourteen, before the Honorable John Rellstab, District Judge; and the petitioner having appeared by J. Warren Davis, United States Attorney in and for the District of New Jersey, and the several defendants having been duly served or having accepted service of process and appeared and filed answers to the petition, which answers are on file in the office of the clerk of this court; and the defendants The American Thread Company, The Thread Agency, English Sewing Cotton Company, Limited, Frank E. Kaley, Robert C. Kerr, E. Martin Philippi and Joseph G. Wylie having now appeared in

open court by James M. Beck as their counsel; and the defendants The Spool Cotton Company, J. & P. Coats, Limited, The Clark Thread Company, The Clark Mile-End Spool Cotton Company, George A. Clark & Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, Jonas Brook & Brothers, Limited, Sir Thomas Glen-Coats, Baronet, James O. M. Clark, John William Clark, Walter P. Neel, Robert B. Symington, James Valentine and G. Bion Allen having now appeared in open court by Richard V. Lindabury and William D. Guthrie as their counsel; and it appearing to the court that it has jurisdiction of the subject matter alleged in the petition; and the petitioner through its counsel having moved the court for an injunction against the defendants as hereinafter decreed; and the court having heard and duly considered the pleadings and the statements of counsel for the respective parties; and it appearing to the satisfaction of the court that the petitioner is entitled to the relief hereinafter granted and adjudged; and the several defendants, through their counsel, now and here consenting to the entry of this final decree;

IT IS, THEREFORE, ON motion of the petitioner, ORDERED, ADJUDGED, and DECREED as follows:

FIRST. That the defendants The American Thread Company, The Thread Agency and English Sewing Cotton Company, Limited, and their agents, the defendants Frank E. Kaley, Robert C. Kerr, E. Martin Philippi and Joseph G. Wylie, as a group on the one hand, and the defendants The Spool Cotton Company, J. & P. Coats, Limited, The Clark Thread Company, the Clark Mile-End Spool Cotton Company, George A. Clark & Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, and Jonas Brook & Brothers, Limited, and their agents, John William Clark, Walter P. Neel, Robert B. Symington, James Valentine and G. Bion Allen, as a group on the other hand, have entered into a combination to restrain the interstate and foreign trade and commerce of the United States in domestic and manufacturers' sewing thread, in violation of the Act of Congress of July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," by suppressing competition be-

tween themselves as separate groups and between each of said groups and other manufacturers and sellers of sewing thread.

SECOND. That the defendants and each of them and every and each of the directors, officers, managers and agents of the corporate defendants be and they are hereby severally enjoined from making, entering into, carrying out, or in any way performing or cooperating in the performance of any combination, agreement, or understanding, oral or written, between the defendants The American Thread Company, The Thread Agency, and English Sewing Cotton Company, Limited, or any of them, and their or any of their directors, officers, managers, agents, or employees, as a group on the one hand, and the defendants The Spool Cotton Company, J. & P. Coats, Limited, The Clark Thread Company, The Clark Mile-End Spool Cotton Company, George A. Clark & Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, and Jonas Brook & Brothers, Limited, or any of them, and their or any of their directors, officers, managers, agents, or employees, as a group on the other hand, or between either of the above-described groups, or any of the members thereof, and any other corporation, copartnership, or person, to limit or regulate competition between the two above-described groups, or between any of the members of either group and the other group or any of the members thereof, or between either group or any member thereof and any other corporation, copartnership or person, in the interstate or foreign sewing thread trade of the United States.

THIRD. That the defendants The American Thread Company, The Thread Agency and English Sewing Cotton Company, Limited, and their directors, officers, managers and agents, including the individual defendants Frank E. Kaley, Robert C. Kerr, E. Martin Philippi and Joseph G. Wylie, while such individuals are associated in business with or employed by said corporations or any of them, be and they are hereby jointly and severally enjoined, restrained and forbidden from acquiring or holding, directly or indirectly, any pecuniary or property interest whatsoever in the capital stock or other securities of The Spool Cotton

Company, J. & P. Coats, Limited, The Clark Thread Company, The Clark Mile-End Spool Cotton Company, George A. Clark & Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, and Jonas Brook & Brothers, Limited, or any of them.

FOURTH. That the defendants J. & P. Coats, Limited, The Spool Cotton Company, The Clark Thread Company, The Clark Mile-End Spool Cotton Company, George A. Clark & Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, Jonas Brook & Brothers, Limited, and their directors, officers, managers and agents, including the individual defendants Sir Thomas Glen-Coats, Baronet, James O. M. Clark, John William Clark, Walter P. Neel, Robert B. Symington, James Valentine and G. Bion Allen, while such individuals are associated in business with or employed by said corporations or any of them, be and they are hereby jointly and severally enjoined, restrained and forbidden from acquiring or, after January 1, 1915, from holding, directly or indirectly, any pecuniary or property interest whatsoever in the capital stock or other securities of The American Thread Company, The Thread Agency and English Sewing Cotton Company, Limited, or any of them.

And further that the defendant J. & P. Coats, Limited, be and hereby is required, before January 1, 1915, to dispose of any interest that it may now hold in any of the capital stocks or other securities of The American Thread Company and English Sewing Cotton Company, Limited, to persons not its stockholders, officers, directors, or agents, nor otherwise under its control, and that in the meantime it shall not directly or indirectly exercise any voting power in respect of any such capital stocks or other securities.

FIFTH. That if ever and so long as one or more of the defendants The American Thread Company, The Thread Agency and English Sewing Cotton Company, Limited, considered as a group on the one hand, shall have the same controlling stockholders, or any of the same officers or directors, as one or more of the defendants The Spool Cotton Company, J. & P. Coats, Limited, The Clark Thread Company, The Clark Mile-End Spool Cotton Company, George A. Clark &

Brother, J. & P. Coats (Rhode Island) Incorporated, James Chadwick & Brother, Limited, and Jonas Brook & Brothers, Limited, considered as a group on the other hand, or shall be a party to any agreement, contract, or combination with one or more of the defendants in the other group for fixing prices, restricting output, or dividing territory, either without or within the United States, then both groups shall be and hereby are enjoined from engaging in the interstate or foreign sewing thread trade within the jurisdiction of the United States.

SIXTH. That the defendant corporations, together with their directors, officers, managers, agents, and employees, including the individual defendants while they are associated in business with or employed by said corporations or any of them, and all persons authorized to act and acting for or in behalf of said corporations, or any of them, be and they hereby are jointly and severally enjoined as follows, viz:

(a) From soliciting, making, ratifying, or confirming, by agreement or understanding of any kind or nature with any other corporation, copartnership, or person, any lists of wholesale or retail dealers or jobbers in the United States with whom trade in sewing thread shall not be carried on.

(b) From fixing, establishing, ratifying, or confirming, by agreement or understanding of any kind or nature with any competitor in business, whether an individual or a corporation, trade discounts, trade rebates, terms or conditions of sale or credit in connection with or relating to the sale or shipment of sewing threads in the United States.

(c) From purchasing or acquiring the factories, plants, or brands of any competitor in the markets of the United States, or from acquiring any interest in the business of any such competitor either through stock ownership or otherwise.

(d) From exacting or accepting from any vendee or purchaser of any sewing thread sold by any of said defendants in the United States any agreement restraining such vendee or purchaser from selling said thread below any fixed or minimum price; and from refusing to trade with, discriminating against, or threatening to refuse to trade with or to discriminate against any person because of the

prices at which he sells sewing thread unless such person is offering for sale or selling sewing threads at less than their cost to such person.

(e) From giving or offering to give to any wholesale or retail dealers, jobbers, or consumers of sewing thread in the United States any bonus, rebate or other inducement dependent upon the aggregate of future purchases to be made by such dealers, jobbers or consumers within any period.

(f) From cooperating with or assisting any dealers in the United States to combine or pool their orders or purchases of sewing thread in order to obtain the benefit of any discount or other concession allowed on the quantity purchased or agreed to be purchased.

(g) From using in the United States what are known in the trade and referred to in the petition herein as "fighting brands," hereby defined to be brands which are devised or revived and used for the purpose of being offered principally to customers of competitors at cut prices, that is to say, at prices lower, or on terms more favorable, than the price or terms asked by the seller for substantially the same thread under different brands or trade names.

(h) From employing in the United States what are referred to in the petition herein as "flying squadrons," hereby defined to be special forces of salesmen who do not, as their principal business, handle the brands commonly offered for sale by the manufacturer or selling agency, or solicit orders from the trade generally, but handle principally "fighting brands," or solicit principally from customers of competitors with a view of securing their trade.

(i) From soliciting or exacting from wholesale or retail dealers or jobbers or from customers of competitors in the United States any agreement not to handle or to cease handling the brands of competitors; or from refusing to deal with, or discriminating against, or threatening to refuse to deal with or to discriminate against those who handle the goods of competitors; or from canvassing the retail trade of any dealer or jobber and thereupon offering the orders thus obtained to such dealer or jobber upon condition that he shall cease to buy thread from a competitor of the defendants or of any of them.

(j) From attacking the credit or business reputation of or the quality of thread dealt in by any competitor in the United States, by means of any report known to be false or which there is no reasonable ground to believe.

(k) From warning, harassing, or intimidating, by threatening to prosecute for trade-mark infringement or by other acts, letters or advertisements, any other person or corporation in relation to the sale, shipment, or trade in sewing threads in the United States, except such action as may rightfully be taken, or such letters or advertisements as may rightfully be written or published by any person or corporation in protecting his or its property, trade-marks, rights, or business.

(l) From offering or giving secret rebates or other secret inducements to any customer of a competitor in the United States.

(m) From selling or offering to sell in the United States sewing thread of any kind below the cost of production, or at prices which, after allowing for cost of transportation and differences in prices or terms on account of differences in grade, quality, or quantity sold, are lower than the prices charged in other parts of the United States, with the intent of thereby obtaining a monopoly, or destroying or injuring the trade or business of another in sewing thread, or of preventing another from engaging in such trade or business; but nothing in this paragraph contained shall prevent the defendant corporations from offering for sale or selling sewing thread in any part of the United States at prices or on terms as low as any of their bona fide competitors are then and there offering, nor from offering or making different prices, terms, or conditions to different classes of customers.

(n) From offering in the United States a bonus or gift in the form of free goods of any kind as an inducement to any class of customers to purchase defendants' threads, except that the defendants or any of them may in good faith give or offer to give or distribute samples in reasonable quantities in order to introduce their threads and establish new trade, and except that they may offer and give free samples to actual purchasers for bona fide distribution

among consumers, provided, however, that such samples to purchasers shall not exceed 5 per cent of their purchases at any one time.

SEVENTH. Nothing contained in this decree shall be construed as preventing the petitioner in any other proceeding from questioning the legality under the aforesaid act of July 2, 1890, or any other provision of law, of any of the matters, things, or transactions mentioned in the petition and not hereby specifically adjudged unlawful and enjoined.

EIGHTH. That jurisdiction of this cause be and is hereby retained for the purpose of enforcing this decree, and for the purpose of enabling the parties to apply to the court for modification hereof if it be hereafter shown to the satisfaction of the court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in interstate or foreign sewing thread trade in the United States, or have become unduly oppressive to the defendants and are no longer necessary to secure or maintain competitive conditions in such interstate and foreign trade.

NINTH. That the defendants pay the costs of this suit to be taxed.

JOHN BELLSTAR,
Judge.

UNITED STATES v. BURROUGHS ADDING MACHINE CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION.**

UNITED STATES OF AMERICA

VS.

BURROUGHS ADDING MACHINE COMPANY, AND OTHERS.

FINAL DECREE.

This cause coming on to be heard on this 3d day of March, in the year nineteen hundred and thirteen, before the Honorable Clarence W. Sessions, district judge, and the petitioner, the United States of America, appearing by its District Attorney, Mr. Clyde I. Webster, and by Malcolm A. Coles, its special assistant to the Attorney General, and the several defendants appearing by Otto Kirchner and G. A. Buder, their solicitors, and Edward Rector and Standish Backus, of counsel, and it appearing from the petition that the court has jurisdiction, and the court having heard and duly considered the statements of counsel for the respective parties made in open court, among others the statement of defendant company's counsel that the agents of defendant company may in some instances, in violation of their instructions and without the knowledge of defendant company, have been guilty of some of the acts charged in subdivision "e" of the IV paragraph of said petition, entitled "Means and methods for suppressing competition," doth now, with the consent of said district attorney and said special assistant to the Attorney General, and the solicitor and counsel for defendants given in open court, order, judge, and decree as follows:

(1) That the defendant company, the Burroughs Adding Machine Company, be, and the same is hereby, directed with

among consumers, provided, however, that such samples to purchasers shall not exceed 5 per cent of their purchases at any one time.

SEVENTH. Nothing contained in this decree shall be construed as preventing the petitioner in any other proceeding from questioning the legality under the aforesaid act of July 2, 1890, or any other provision of law, of any of the matters, things, or transactions mentioned in the petition and not hereby specifically adjudged unlawful and enjoined.

EIGHTH. That jurisdiction of this cause be and is hereby retained for the purpose of enforcing this decree, and for the purpose of enabling the parties to apply to the court for modification hereof if it be hereafter shown to the satisfaction of the court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in interstate or foreign sewing thread trade in the United States, or have become unduly oppressive to the defendants and are no longer necessary to secure or maintain competitive conditions in such interstate and foreign trade.

NINTH. That the defendants pay the costs of this suit to be taxed.

JOHN REILSTAD,
Judge.

UNITED STATES v. BURROUGHS ADDING MACHINE CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION.**

UNITED STATES OF AMERICA

vs.

BURROUGHS ADDING MACHINE COMPANY, AND OTHERS.

FINAL DECREE.

This cause coming on to be heard on this 8d day of March, in the year nineteen hundred and thirteen, before the Honorable Clarence W. Sessions, district judge, and the petitioner, the United States of America, appearing by its District Attorney, Mr. Clyde I. Webster, and by Malcolm A. Coles, its special assistant to the Attorney General, and the several defendants appearing by Otto Kirchner and G. A. Buder, their solicitors, and Edward Rector and Standish Backus, of counsel, and it appearing from the petition that the court has jurisdiction, and the court having heard and duly considered the statements of counsel for the respective parties made in open court, among others the statement of defendant company's counsel that the agents of defendant company may in some instances, in violation of their instructions and without the knowledge of defendant company, have been guilty of some of the acts charged in subdivision "e" of the IV paragraph of said petition, entitled "Means and methods for suppressing competition," doth now, with the consent of said district attorney and said special assistant to the Attorney General, and the solicitor and counsel for defendants given in open court, order, judge, and decree as follows:

(1) That the defendant company, the Burroughs Adding Machine Company, be, and the same is hereby, directed with

all convenient speed to issue and deliver instructions in writing to all its servants and agents engaged in the sale of its products, now or hereafter employed by it, to absolutely desist and refrain from interfering with or directing, or permitting others under their control, or under the control of either of them, to unlawfully interfere with the business, machines, or appliances of competitors engaged in the manufacture, sale, and shipment, or in the sale or shipment in interstate and foreign commerce of adding machines or appliances by inducing or trying to induce such purchasers to cancel their contracts with competitors and to return to such competitors the adding machines or appliances so-purchased, or by wrongfully obtaining information respecting the business, sales, or shipments of such competitors, or by fraudulent or illegal means inducing the employees of said competitors to give them such information, or permitting agents or employees of the defendant company, or of either of the individual defendants, to seek or to induce others to seek employment of said competitors for the purpose and with the intent thereby of wrongfully securing information as to the business of said competitors, or by any other method specified in said subdivision "e" of the IV paragraph of the petition, or by any other similar wrongful and unlawful means acquiring such information as to the business of a competitor, and such servants and agents and any other person or persons connected with the defendant company are hereby perpetually enjoined from violating such instructions.

(2) The said defendant company, the Burroughs Adding Machine Company, shall use all reasonable means and endeavors to have the instructions mentioned in the next preceding paragraph of this decree faithfully executed.

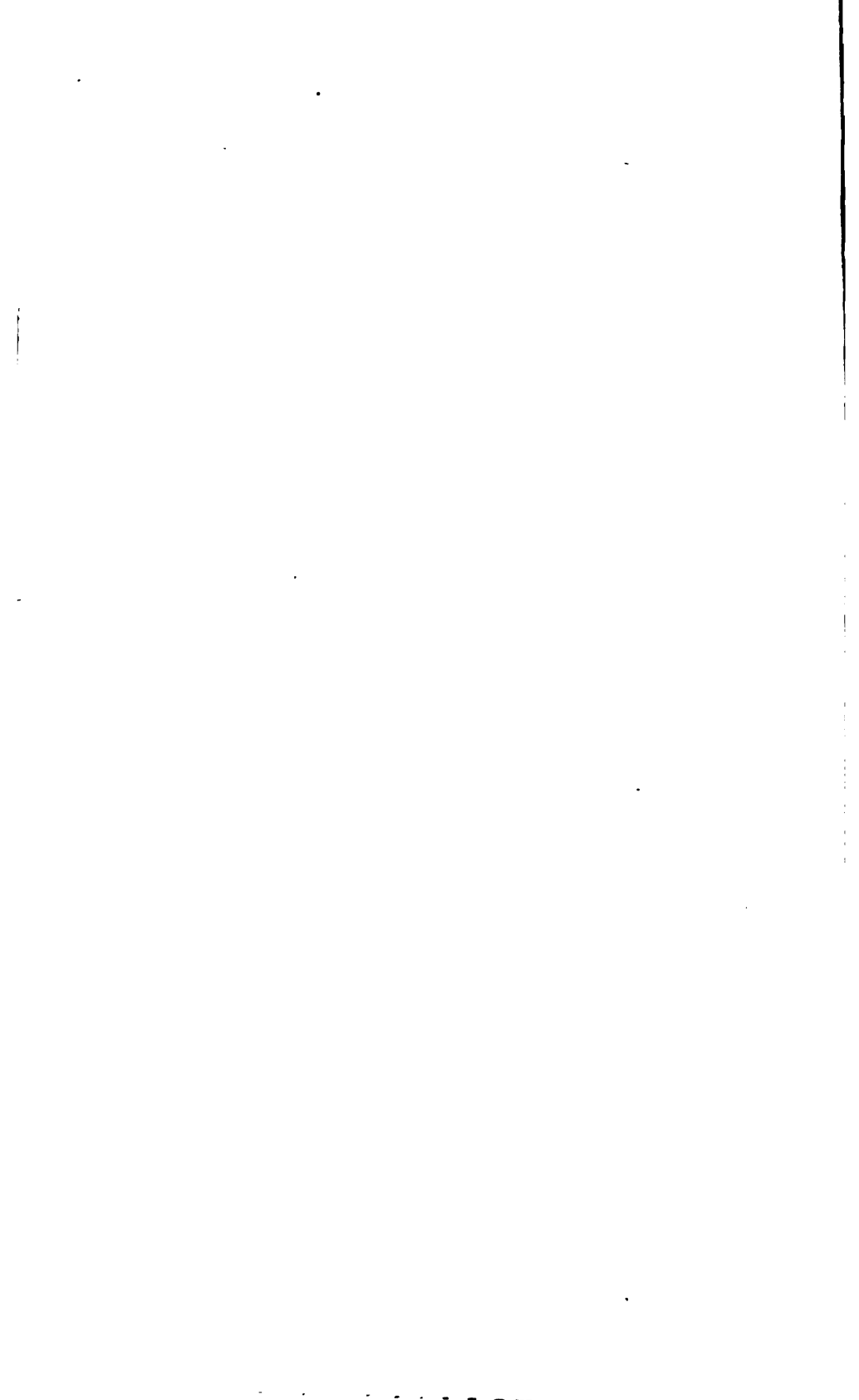
(3) That the defendant company, the Burroughs Adding Machine Company, and its directors, officers, managers, agents, or employees, shall not hereafter acquire any controlling interest in the stock of any company engaged in business in competition with the defendant company, until and unless, upon written application so to do to this court, and due notice of such application to the petitioner in this cause, and upon hearing thereon, permission so to do shall

be allowed by this court. But this decree shall not be construed to prevent the directors, officers, agents, employees, or stockholders of the defendant company from purchasing for their individual accounts less than a controlling interest in the stock of any such competitor when such purchases or acquisitions are not made for the purpose of suppressing competition or restraining trade.

(4) That this court retain jurisdiction of this cause for the purpose of enforcing this decree.

(5) That in all other respects the said petition be, and the same is hereby, dismissed.

C. W. SESSIONS,
United States District Judge, sitting by designation.



UNITED STATES v. AMERICAN COAL PRODUCTS CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK.**

In Equity. No. E 10/124.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

AMERICAN COAL PRODUCTS COMPANY, BARRETT MANUFACTURING COMPANY, ET AL., DEFENDANTS.

DECREE OF INJUNCTION.

This cause coming on to be heard before the Hon. George C. Holt, C. J., on motion of the complainant upon the petition herein for an injunction to restrain the defendants from violating the provisions of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," as prayed for in said petition, and the complainant now appearing by Henry A. Wise and Clark McKercher, its counsel, and the defendants appearing by the entry of a formal appearance and by filing an answer by their counsel, Spooner & Cotton, and stating in open court that, while by their joint and several answer herein they deny the violations of law set forth in the bill of the complainant, the United States of America, they, to prevent serious loss and injury in and to their said business and credit, consequent upon a long and expensive litigation with the complainant, as to the legality of their organization and methods, will not oppose the entry of the decree herein, requiring them to re-form their organization and the conduct of their business as herein provided, and the court finding upon the petition that the defendants are and have been engaged in unlawful agreements and combinations in restraint of interstate trade and commerce, such as the act of Congress approved July 2, 1890 (26 Stat., 209),

entitled "An act to protect trade and commerce against unlawful restraints and monopolies," denounce as illegal; it is adjudged, ordered, and decreed as follows:

1. That the defendants, American Coal Products Company, of New Jersey; Barrett Manufacturing Company, of West Virginia; National Coal Tar Company, of Delaware; H. F. Watson Company, of Pennsylvania; United Roofing & Manufacturing Company, of Delaware; the Eastern Granite Roofing Company, of New Jersey; W. H. Rankin Company, of New Jersey; Warren Chemical & Manufacturing Company, of New Jersey; Commonwealth Roofing Company, of Delaware; Union Coal Tar & Chemical Company, of New Jersey; Duluth Tar Company, of Minnesota; M. Ehret, jr., & Company, of Pennsylvania; Warren-Ehret Company, of Pennsylvania; New York Coal Tar & Chemical Company, of New York; New York Roofing Company, of New York; H. W. Jayne Chemical Company, of Pennsylvania; Isaac D. Fletcher; William H. Childs; Samuel H. Bingham; Thomas M. Rianhard; John C. Runkle; W. N. McIlravy; Ernest J. Steer; Frank B. Foster; and Hugo Henning, have been and are in a combination in restraint of interstate trade and commerce and engaged in an attempt to monopolize said trade by securing control of a substantial part of the supply of coal tar in the United States, and by securing substantial control of large productions of coal tar from coke ovens, and by purchasing and securing control of competing companies and firms doing the business of purchasing coal tar and manufacturing and marketing tarred felt, roofing and paving pitch, and other products of said coal tar.

2. That the American Coal Products Company, defendant herein, is adjudged to be an unlawful instrumentality created for the purpose of bringing together competing interests in the acquisition of coal tar and other by-products of coal, and to secure control of large productions of coal tar from coke ovens, and to hold the stocks of said competing companies, and maintained for the purpose of carrying into effect the intent to control the trade in said commodity; and that the said American Coal Products Company, and its officers and directors, and each of them, are enjoined and prohibited from acquiring, owning, control-

ling, and dealing in the capital stock or business of any company, firm, or individual doing business in coal tar and oil tar and their products in competition with any of the defendants herein.

3. That the Barrett Manufacturing Company, of West Virginia, is adjudged to be a combination in restraint of interstate trade and commerce and an attempt to monopolize said trade in the way of securing control of a substantial part of the supply of coal tar in the United States, and the operations of said Barrett Manufacturing Company and its subsidiaries are enjoined and restrained in the following particulars:

(a) That the contracts entered into between the said Barrett Manufacturing Company and the said Semet-Solvay Company are declared null and void, and said Barrett Company and its officers and directors are forever enjoined and prohibited from enforcing the same unless said contracts are re-formed and objectionable features are eliminated as follows:

(aa) The following clause:

This amount, however, shall not exceed 33½ per cent of the total amount of tar produced at Syracuse.

The production of any further amount of pitch shall be at the option of Barrett, and they agree to make no change in instructions as to the delivery of tar and pitch oftener than once in two months.

It is mutually understood and agreed that the distillation of the tar at Detroit shall be conducted by Solvay, according to the following plan and arrangements, to wit:

Tar will be distilled by it to furnish only the necessary tar product for its own purposes as set forth above, including tar products to be used in the village of Delray and also for the manufacture of the special grades of paint and the molders' compound, as above specified. This amount, however, shall not exceed 33½ per cent of the total amount produced at said Detroit plant: *Provided, however,* That if this amount at any time exceed 100,000 gallons per annum at Syracuse or 200,000 gallons per annum at Detroit

the Solvay Company shall account to the Barrett Company for the excess over these amounts at the rate of 20 per cent of the price realized by Solvay on tar sold to Barrett under the contract during the same month.

(bb) And any provision in said contract for future control by purchase or option of productions of tar from ovens not yet in operation.

(b) That all contracts between said Barrett Manufacturing Company and any producer of coal tar or oil tar whereby the producers of coal tar agree to burn any part of said production or agree not to enter into competition with said Barrett Manufacturing Company or its subsidiaries or with said Products Company are decreed to be null and void, and said Barrett Manufacturing Company and said Products Company are forever enjoined from operating under or enforcing the same unless said contracts shall be modified and re-formed by eliminating those provisions or similar provisions to the same effect, and said Barrett Manufacturing Company and its subsidiaries and said Products Company are forever enjoined and prohibited from entering into contracts containing those provisions or similar provisions to the same effect.

(c) That all contracts between said Barrett Manufacturing Company or said Products Company on one hand and any dealers in or producers of coal tar and oil tar on the other hand providing for the sale of said coal tar or oil tar, and wherein it is provided that the contract shall be terminated upon notice, shall be re-formed and changed to provide for certain termination of said contract at a fixed date not to exceed ten years from the date thereof.

(d) That said defendants and each and all of them are forever enjoined and prohibited from selling coal tar or oil tar to one or more competitors of said Barrett Manufacturing Company, competing with said company in any line, for a less price f. o. b. the same point of shipment than said Barrett Company sells the same products to any other competitor in the same line.

(e) That said defendant companies and defendant individuals of said companies and each of them are forever enjoined and prohibited from burning for fuel or exporting

any coal tar or oil tar or briquetting pitch owned by them, when such burning or exporting is done at a net loss, taking into consideration all resulting by-products, without first advertising for 30 days for bids for such coal tar, oil tar, or pitch, and without thereby being able to sell same to competitors at higher prices; except that nothing in this clause shall prevent the defendant companies from using coal tar or oil tar as fuel when it is economical to do so or when obliged to burn liquid fuel on account of public ordinances. By the use of the word "economical" herein is meant that when the fuel value of oil tar or coal tar is greater to said Barrett Manufacturing Company than the fuel value of coal or other usable fuels, then coal tar or oil tar may be burned for fuel.

(f) That said defendants and each of them are forever enjoined and prohibited from entering into any contract, scheme, or arrangement with any competitor in the purchase of coal tar or in the manufacture or sale of coal-tar roofing materials whereby any producer of coal tar shall be restricted with respect to the person or persons to whom such producer shall sell such product, or respecting the territory wherein or the price at which such product shall be sold.

(g) That said defendants and each of them are forever enjoined and prohibited from making or enforcing any contract whereby a purchaser of one line of material, such as tarred felt, shall be compelled to purchase from defendants or any allied interest any proportion of other material.

(h) That the National Coal Tar Company shall be dissolved, its charter surrendered, and its business entirely wound up.

(i) That the use of the name of any one time independent company or of any company acquired by the said Barrett Manufacturing Company or the said Products Company that manufactures and markets pitch, tarred felts, or other coal-tar roofing materials, or uses the same in construction work is forever enjoined and prohibited on the part of defendant companies or defendant individuals herein, except as departments of said Barrett Manufacturing Company, as for example, Warren Chemical & Manufacturing Company, department of Barrett Manufacturing Company, and the

Eastern Granite Roofing Company, department of Barrett Manufacturing Company, and except for the use of any registered trade-mark which is to be permitted; and such ownership by departments in the manner stated herein shall be made public by printing the same on letterheads, bill-heads, and in advertising.

(j) That the Union Coal Tar & Chemical Company shall be dissolved, its charter surrendered, and its business discontinued.

(k) That the W. H. Rankin Company shall be dissolved, its charter surrendered, and its business be discontinued.

(l) That the ownership of the stock of the H. F. Watson Company by said Barrett Company is adjudged a combination in restraint of trade and an attempt to monopolize interstate trade and commerce, and said Barrett Manufacturing Company is ordered to dispose of all stock of the said H. F. Watson Company held by said Barrett Manufacturing Company in excess of 45 per cent of the stock of said H. F. Watson Company, so held by said Barrett Manufacturing Company; and that said Barrett Manufacturing Company and said Products Company, their officers and directors, are enjoined and prohibited from exercising any control over or management of the business affairs of said H. F. Watson Company; that said defendants are also enjoined and prohibited from entering into any contract, agreement, or arrangement with the said H. F. Watson Company relating to the joint purchase of coal or oil tar or to the joint manufacture or sale of coal-tar products; and that in disposing of the stock of said Watson Company as herein provided for, it is ordered and decreed that the said Barrett Manufacturing Company shall offer the same for sale to the minority stockholders of said H. F. Watson Company, but said Barrett Manufacturing Company is privileged to accept any other more favorable offer for said stock, or any part of same, than that made by the minority stockholders of said H. F. Watson Company; and it is ordered and decreed that none of the officers or directors of said Products Company or of said Barrett Manufacturing Company or any of its subsidiaries, or of any of the defendant companies herein, shall serve as officers or directors of said H. F. Watson Company.

(m) That said defendants herein and each of them are forever enjoined and prohibited from offering for sale and from selling coal tar and oil tar and roofing material at a less price to customers of competitors of said defendants than said defendants sell such products to their own customers when and where such offers and sales described in this paragraph are made by said defendants with a purpose so to injure the business of such competitor of said Barrett Manufacturing Company and said Products Company as to drive such competitor out of such business in any particular section of the United States.

(n) That the New York Coal Tar and Chemical Company shall be dissolved, its charter surrendered, and its business discontinued.

4. That it is further ordered and decreed that compliance with each and every order heretofore made in this decree, pertaining to the re-formation of contracts, the sale of stock, and dissolution of companies shall be complete within six months from the date of the entry of this decree, and that a showing by said defendants as to compliance with this order shall be made within said period.

GEORGE C. HOLT, *Judge*.

NEW YORK CITY, *March 4, 1913.*



UNITED STATES v. TERMINAL ASSOCIATION OF ST. LOUIS.

**IN THE UNITED STATES DISTRICT COURT FOR THE EAST-
ERN DIVISION OF THE EASTERN JUDICIAL DISTRICT OF
MISSOURI.**

In Equity 4148.

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

**TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL., DE-
FENDANTS.**

On motion of the said complainant appearing by E. C. Crow, Esquire, Special Assistant to the Attorney General, the Court doth order that this cause be and the same is hereby dismissed, without prejudice.

September 20th, 1915.

(Signed)

DAVID P. DYER,
Judge.

UNITED STATES v. NEW DEPARTURE MFG. CO.

204 Fsl. 107.

IN THE UNITED STATES DISTRICT COURT FOR THE WEST-
ERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW DEPARTURE MANUFACTURING COMPANY, THE MI-
AMI CYCLE & MANUFACTURING COMPANY, THE CORBIN
SCREW CORPORATION, AURORA AUTOMATIC MACHINERY
COMPANY, ECLIPSE MACHINE COMPANY, BUFFALO METAL
GOODS COMPANY, EDWIN E. JACKSON, JR., FREDERICK R.
HUNTINGTON, ALBERT F. ROCKWELL, DE WITT PAGE,
CHARLES T. TREADWAY, WILLIAM A. GRAHAM, GALES P.
MOORE, CHARLES GLOVER, CLARENCE A. EARL, DAVID L.
WHITTIER, RALPH D. WEBSTER, LEONARD S. WHITTIER, SI-
MON FLORSHEIM, JOHN D. HURLEY, KELLY R. JACOBY,
JAMES P. DROUILLARD, EMMETT M. JACKSON, AND FISHER
C. ATHERTON, DEFENDANTS.

FINAL DECREE.

This cause coming on to be heard on this 27th day of May, 1913, before the Honorable John R. Hazel, district judge, and the petitioner having appeared by John Lord O'Brian, its attorney in and for the Western District of New York, and by Malcolm A. Coles, its special assistant to the Attorney General, and having moved the court for an injunction in accordance with the prayer of its petition, and it appearing to the court that the allegations of the petition state a cause of action against the defendants under the provisions of the act of Congress of July 2nd, 1890, commonly known as the antitrust act, that this court has jurisdiction of the subject matter, that each of the defendants has either been regularly served or has accepted service of process and has appeared in open court by Messrs. Lyman

M. Bass, Daniel J. Kenefick, William Waldo Hyde, Delevan Holmes, Alexander D. Falck, and Louis E. Hart, their counsel, and said defendants having stated in open court through their counsel that it is not their desire or intention or the desire or intention of any or either of them to violate the provisions of the act above referred to, but have stated that it is their desire and intention and the desire and intention of each of them to comply with each and all the provisions of the statute of the United States referring to agreements, combinations or conspiracies in restraint of trade or attempting to create a monopoly and that their previous action in the premises was in full belief that such action was not in violation of law; that it is the desire and intention of each of them not to operate under or make or carry on any such contracts or practices as are prohibited and condemned by said act of Congress, and it appearing to the satisfaction of the court that, notwithstanding the aforesaid answers, petitioner is entitled upon the pleadings to the relief prayed for herein; and all of said defendants through their counsel here consenting to the entering and rendition of this decree;

Now, therefore, it is accordingly by this court, ordered, adjudged and decreed as follows:

First. That the combination and association entered into by the defendants herein in or about the month of July, 1908, in relation to the manufacture, sale and shipment in interstate and foreign commerce of bicycle and motorcycle coaster brakes and each and all of the constituent parts of the mechanism thereof, front and rear hubs, sprockets and built-up wheels, constituted and is a combination in restraint of trade and an attempt to monopolize such trade among the several States and with foreign nations in violation of section 1 of the said act of Congress of July 2nd, 1890, commonly known as the antitrust act, and the said combination and association is hereby declared illegal and void, and each and all of said defendants are hereby jointly and severally perpetually enjoined, restrained and forbidden from further engaging in or attempting to carry out in any respect the affairs and purposes of said combination and association.

Second. That all of the agreements annexed to the petition herein and therein described as Exhibits A, B, C, D, E, F, G, H, I, J and K, and all agreements uniform in terms with any of said exhibits and all other agreements of substantially the same character as any of the said exhibits made by any of said corporation defendants, constitute agreements in restraint of trade and commerce among the States and with foreign nations in violation of section 1 of the said act of Congress of July 2, 1890, commonly known as the antitrust act, and each and all of said agreements are hereby declared illegal and void and are hereby cancelled and declared to be of no effect, and each and all of said defendants are hereby jointly and severally perpetually restrained, enjoined and forbidden from further observing or attempting to carry out the provisions of said agreements.

Third. That each and every written and unwritten agreement or understanding existing between any of the various corporation defendants or their aforesaid officers, extending, amending or enlarging the terms of the above specified agreements is in violation of the aforesaid antitrust act and is hereby declared to be illegal and cancelled and of no effect and each and all of said defendants are hereby jointly and severally perpetually restrained, enjoined and forbidden from further observing or attempting to carry out in any respect the provisions of such agreements or understandings.

Fourth. That each of said individual defendants and each of said defendant corporations, together with its directors, managers, officers, agents and employees, and each of them and all persons acting or assuming to act for or under or in behalf of them, or any of them, or for or in behalf of each other, be and they hereby are perpetually restrained, enjoined and prohibited from—

(a) Carrying out said conspiracy and combination, and from entering into or carrying out any other conspiracy either among themselves or in connection with other persons or corporations to restrain and monopolize the manufacture, sale and shipment of bicycle and motorcycle coaster brakes and the constituent parts of the mechanism

M. Bass, Daniel J. Kenefick, William Waldo Hyde, Delevan Holmes, Alexander D. Falck, and Louis E. Hart, their counsel, and said defendants having stated in open court through their counsel that it is not their desire or intention or the desire or intention of any or either of them to violate the provisions of the act above referred to, but have stated that it is their desire and intention and the desire and intention of each of them to comply with each and all the provisions of the statute of the United States referring to agreements, combinations or conspiracies in restraint of trade or attempting to create a monopoly and that their previous action in the premises was in full belief that such action was not in violation of law; that it is the desire and intention of each of them not to operate under or make or carry on any such contracts or practices as are prohibited and condemned by said act of Congress, and it appearing to the satisfaction of the court that, notwithstanding the aforesaid answers, petitioner is entitled upon the pleadings to the relief prayed for herein; and all of said defendants through their counsel here consenting to the entering and rendition of this decree;

Now, therefore, it is accordingly by this court, ordered, adjudged and decreed as follows:

First. That the combination and association entered into by the defendants herein in or about the month of July, 1908, in relation to the manufacture, sale and shipment in interstate and foreign commerce of bicycle and motorcycle coaster brakes and each and all of the constituent parts of the mechanism thereof, front and rear hubs, sprockets and built-up wheels, constituted and is a combination in restraint of trade and an attempt to monopolize such trade among the several States and with foreign nations in violation of section 1 of the said act of Congress of July 2nd, 1890, commonly known as the antitrust act, and the said combination and association is hereby declared illegal and void, and each and all of said defendants are hereby jointly and severally perpetually enjoined, restrained and forbidden from further engaging in or attempting to carry out in any respect the affairs and purposes of said combination and association.

Second. That all of the agreements annexed to the petition herein and therein described as Exhibits A, B, C, D, E, F, G, H, I, J and K, and all agreements uniform in terms with any of said exhibits and all other agreements of substantially the same character as any of the said exhibits made by any of said corporation defendants, constitute agreements in restraint of trade and commerce among the States and with foreign nations in violation of section 1 of the said act of Congress of July 2, 1890, commonly known as the antitrust act, and each and all of said agreements are hereby declared illegal and void and are hereby cancelled and declared to be of no effect, and each and all of said defendants are hereby jointly and severally perpetually restrained, enjoined and forbidden from further observing or attempting to carry out the provisions of said agreements.

Third. That each and every written and unwritten agreement or understanding existing between any of the various corporation defendants or their aforesaid officers, extending, amending or enlarging the terms of the above specified agreements is in violation of the aforesaid antitrust act and is hereby declared to be illegal and cancelled and of no effect and each and all of said defendants are hereby jointly and severally perpetually restrained, enjoined and forbidden from further observing or attempting to carry out in any respect the provisions of such agreements or understandings.

Fourth. That each of said individual defendants and each of said defendant corporations, together with its directors, managers, officers, agents and employees, and each of them and all persons acting or assuming to act for or under or in behalf of them, or any of them, or for or in behalf of each other, be and they hereby are perpetually restrained, enjoined and prohibited from—

(a) Carrying out said conspiracy and combination, and from entering into or carrying out any other conspiracy either among themselves or in connection with other persons or corporations to restrain and monopolize the manufacture, sale and shipment of bicycle and motorcycle coaster brakes and the constituent parts of the mechanism

thereof, front and rear hubs, sprockets and built-up wheels, either by themselves, or by competitors or by manufacturers, jobbers or dealers in such merchandise and commodities and from attempting to monopolize the trade and commerce therein;

(b) Establishing or fixing by combination, conspiracy, mutual agreement or understanding the sale and resale price, or prices, for any bicycle and motorcycle coaster brakes or any of the constituent parts of the mechanism thereof, front and rear hubs, sprockets or built-up wheels.

And also restraining and prohibiting said corporations and persons who may be the owners of valid patents upon bicycle and motor-cycle coaster brakes and each or any of the constituent parts of the mechanism thereof, front and rear hubs, sprockets or built-up wheels from requiring or imposing upon any purchaser, user or dealer in any of said commodities a fixed resale price, unless and until the United States Supreme Court shall decide that the owner of a valid patent may lawfully fix and impose such resale price.

(c) Holding joint meetings for the purpose of arranging for concerted action with respect to the business and trade in any and all of the aforesaid merchandise;

(d) Having a joint arbitrator, referee, commissioner or other person exercising any of the functions described in Exhibit A herein as being those of an arbitrator;

(e) Selecting, making up, ratifying or confirming by combination, conspiracy, mutual agreement or understanding by and between any of said parties, any lists of manufacturers or jobbers or dealers with whom trade shall or shall not be carried on in the aforesaid merchandise by any of the corporations or persons herein enjoined;

(f) Fixing or establishing by combination, conspiracy, mutual agreement or understanding trade discounts, trade rebates, terms of credit or any other terms and conditions in connection with or relating to the sale, shipment and trade by any of said corporations and parties in any of the aforesaid merchandise;

(g) Warning, harassing or intimidating by means of personal acts, letters or advertisements any other corporations or persons in relation to the sale, shipment and trade

in the aforesaid merchandise except such action as may lawfully be taken by any individual or corporation in properly protecting his or its own legal property rights.

Fifth. None of the provisions in this decree contained shall prevent any of the defendants owning valid patents from granting licenses thereunder upon lawful terms and conditions fixed only by the licensor, but no such license shall provide for the fixing of a resale price unless and until the Supreme Court of the United States shall decide that a licensor may lawfully fix and impose such resale price.

Sixth. That the organization and association commonly known as the "Association of Coaster Brake Licensees," described in the petition of this cause was and now is a combination and conspiracy in direct restraint of interstate and foreign trade and commerce in violation of the provisions of the said act of Congress of July 2nd, 1890, and the defendants and each of them who have been members of or who at any time have taken part in the meetings or had a share in the business operation of said association are hereby jointly and severally perpetually enjoined, restrained and forbidden from further maintaining said association and from participating therein and from hereafter creating, maintaining or participating in any manner whatsoever in any other association or organization of similar character; and it is hereby further

Ordered, adjudged and decreed that this court retains jurisdiction of this cause for the purpose of enforcing the decree herein.

Ordered, adjudged and decreed that the defendants be and they hereby are given a period of sixty days from and after the date of entry of this decree for compliance with the terms thereof; and it is hereby further

Ordered, adjudged and decreed that the defendants pay the costs of this suit to be taxed.

JOHN R. HAZEL,
United States Judge.



UNITED STATES v. EASTMAN KODAK CO.

226 Fed. 62; 280 Fed. 522.

**IN THE DISTRICT COURT OF THE UNITED STATES,
WESTERN DISTRICT OF NEW YORK.**

In Equity, No. A-51.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

**EASTMAN KODAK COMPANY, A CORPORATION OF NEW JERSEY;
EASTMAN KODAK COMPANY, A CORPORATION OF NEW YORK;
GEORGE EASTMAN, HENRY A. STRONG, WALTER S. HUBBELL,
AND FRANK S. NOBLE, DEFENDANTS.**

FINAL DECREE.

This cause came on to be heard at this term and was argued by counsel; and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, viz.:

1. The defendants George Eastman, Henry A. Strong, Walter S. Hubbell and Frank S. Noble (hereinafter called the individual defendants), and Eastman Kodak Company of New York and Eastman Kodak Company of New Jersey (hereinafter called the corporate defendants) have combined, conspired and participated in various transactions directly affecting the trade and commerce among the several States in photographic supplies, consisting of cameras, film, plates and photographic paper, with the purpose and intent of unduly and unreasonably suppressing competition and restraining and monopolizing such trade in violation of the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies." Thereby the corporate defendants have engrossed and monopolized, and will engross and monopolize, between 75 and 80 per cent of such trade, and accordingly attained, and now hold, an illegal monopoly thereof, which in and of itself, as

well as each and all of the elements composing it, whether corporate or individual, whether considered separately or collectively, violates sections one and two of said Act of July 2, 1890. Said monopoly was induced by wrongful contracts with regard to raw paper stock, by preventing the trade from obtaining such stock, by acquiring competing plants, businesses and stock-houses, dismantling acquired plants and restraining the vendors from re-entering the business, by imposing on photographic dealers arbitrary and oppressive terms of sale and other regulations inconsistent with fair and free dealing and arbitrarily enforcing the same through the establishment of a system of espionage and the keeping of records of violations with a view of penalizing dealers, by limiting the number of dealers, and in general by suppressing competition by the foregoing and other means.

2. The individual defendants, and the corporate defendants, their subsidiaries, and their successors, together with their respective officers, directors, agents, servants and employees are hereby severally enjoined from continuing or carrying into further effect the monopoly herein adjudged illegal, or any of the contracts, conspiracies, restraints on trade, terms of sale, regulations or practices or any similar acts which induced said monopoly or which might in the future restrain commerce in photographic supplies among the States or induce or prolong an unlawful monopoly of such commerce.

3. The monopoly herein adjudged illegal shall be abrogated and, to that end, the business and assets of the defendants Eastman Kodak Company, a corporation of New Jersey, and Eastman Kodak Company, a corporation of New York, be divided in such manner and into such number of parts of separate and distinct ownership as may be necessary to establish competitive conditions and bring about a new condition in harmony with law; and the defendants shall file with the clerk within ninety days from the entry of this decree a plan for such separation and division for the consideration of this court. In the event this case is appealed and the decree superseded within sixty days from the entry thereof, the time within which the defendants shall file said plan is hereby extended to sixty days from the filing

of the mandate of the Supreme Court with the clerk of this court. Jurisdiction is retained by the court to make such additional orders or decrees as may be necessary to carry this decree into effect.

4. Inasmuch as trade in cinematograph film and foreign trade in photographic supplies are not covered by the petition herein of the United States of America, no decree in regard to such subjects is made herein, but without renouncing the power and duty of this Court to deal with all the property and business of every character of the corporate defendants in effecting the abrogation of the monopoly herein adjudged illegal.

5. Nothing in this decree contained shall prevent the defendants, or any of them, from the institution, prosecution, or defense of any suit, action, or proceeding involving any of their property or rights.

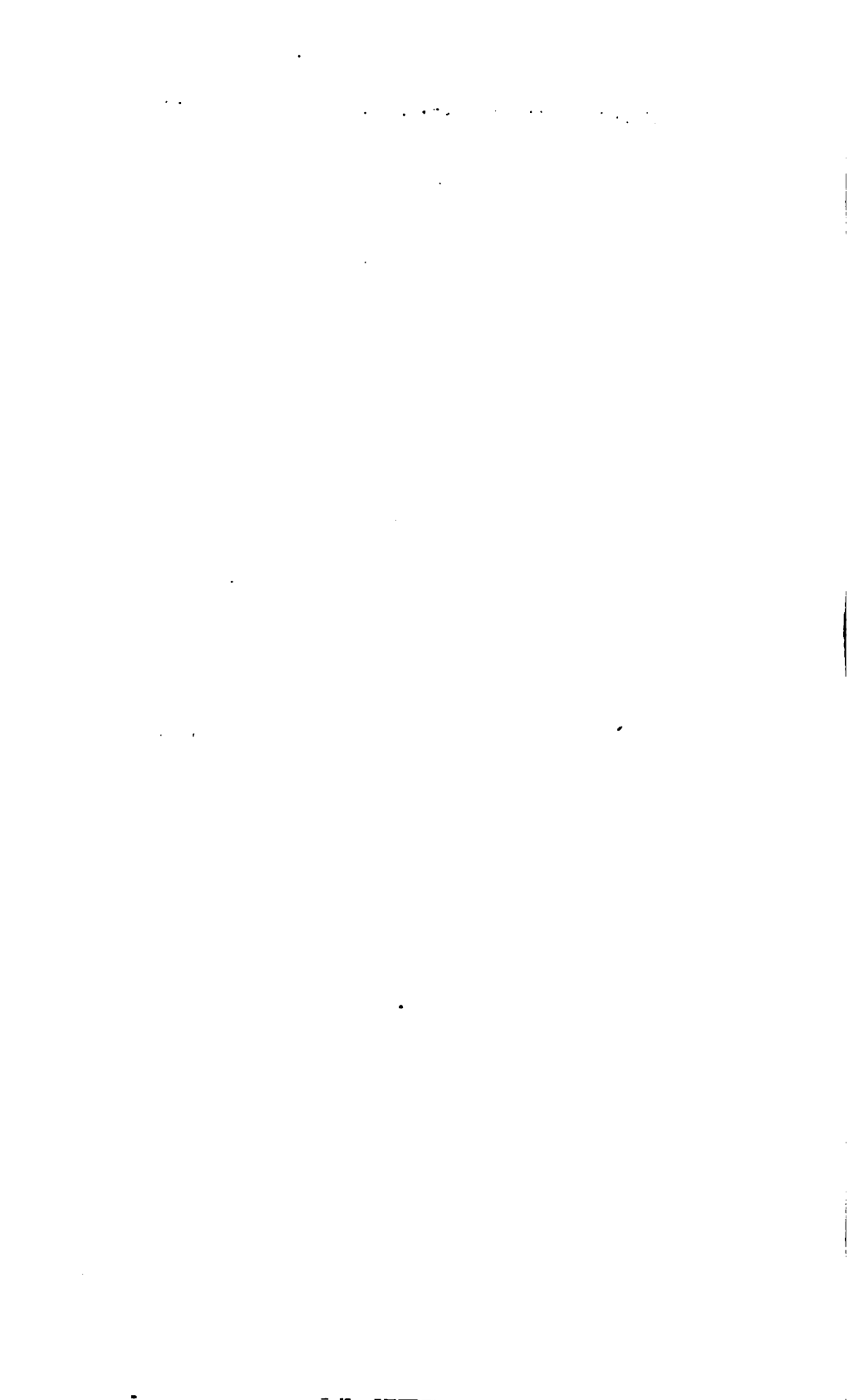
6. The petitioner shall recover from the defendants the costs of this suit to be duly taxed herein.

7. The injunction granted by the Second Subdivision of this decree shall take effect sixty days after the entry of this decree in case no appeal is taken from it. If an appeal be taken and the decree be superseded its operations shall be suspended until such time as shall be fixed in the final decree of this Court entered on the mandate of the Supreme Court.

Dated, Buffalo, New York, January 20th, 1916.

JOHN R. HAZEL,

*United States District Judge for the
Western District of New York.*



UNITED STATES v. QUAKER OATS CO.

**IN THE DISTRICT COURT OF THE UNITED STATES NORTH-
ERN DISTRICT OF ILLINOIS EASTERN DIVISION.**

Friday, April 21, 1916.

**PRESENT: HONORABLE FRANCIS E. BAKER, CIRCUIT JUDGE,
HONORABLE JULIAN W. MACK, CIRCUIT JUDGE. HONOR-
ABLE SAMUEL ALSCHULER, CIRCUIT JUDGE.**

Equity No. 66.

UNITED STATES OF AMERICA,

vs.

**QUAKER OATS COMPANY, HENRY P. CROWELL, ROBERT STU-
ART, JAMES H. DOUGLAS, JOHN STUART, A. STANFORD
WHITE, JOHN P. WELLING, J. R. NUTT, JAMES H. AN-
DREWS, WHITING G. SNOW, JOY MORTON AND THE GREAT
WESTERN CEREAL COMPANY.**

Now again this cause comes on to be heard upon plead-
ings and proofs and arguments of counsel, and the court
having considered and being now fully advised in the prem-
ises, it is Ordered, Adjudged and Decreed that the Bill of
Complaint be, and the same is hereby dismissed for want of
equity.



**UNITED STATES v. AMERICAN TELEPHONE & TELE-
GRAPH CO.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF OREGON.**

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ATLANTIC AND PACIFIC TELEPHONE COMPANY, THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, SUNSET TELEPHONE AND TELEGRAPH COMPANY, PACIFIC STATES TELEPHONE AND TELEGRAPH COMPANY, MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, NORTHWESTERN LONG-DISTANCE TELEPHONE COMPANY, HOME TELEPHONE COMPANY OF PUGET SOUND, INDEPENDENT TELEPHONE COMPANY OF SEATTLE, TITLE INSURANCE AND TRUST COMPANY, INTERSTATE CONSOLIDATED TELEPHONE COMPANY, CORPORATION SECURITIES AND INVESTMENT COMPANY, INDEPENDENT LONG-DISTANCE TELEPHONE COMPANY, WASHINGTON COUNTY TELEPHONE COMPANY, GRANGER TELEPHONE AND TELEGRAPH COMPANY, McMINNVILLE LOCAL AND LONG-DISTANCE TELEPHONE COMPANY, LEBANON MUTUAL TELEPHONE COMPANY, THEODORE N. VAIL, UNION N. BETHELL, WILLIAM R. DRIVER, EDWARD J. HALL, N. C. KINGSBURY, B. E. SUNNY, H. B. THAYER, CHARLES P. WARE, HENRY T. SCOTT, E. C. BRADLEY, F. W. EATON, H. S. KING, F. G. DRUMM, TIMOTHY HOPKINS, W. H. CROCKER, EDWARD B. FIELD, EDWARD FIELD, JR., E. M. BURGESS, WILLIAM MEAD, A. E. ADAMS, W. H. FOSTER, GEORGE J. PETTY, S. G. HUGHES, JOHN F. DAVIES, AND THADDEUS S. LANE, DEFENDANTS.

DECREES.

The above cause having come on this day for hearing upon the motion of the petitioner for a decree, the court, upon

consideration of the pleadings and of the consent of defendants on file, finds, orders and decrees as follows:

FIRST: That the petition is dismissed as to the defendants Home Telephone Company of Puget Sound, Title Insurance and Trust Company, Independent Long Distance Company, Granger Telephone and Telegraph Company, Washington County Telephone Company, Union N. Bethell, William R. Driver, Edward J. Hall, B. E. Sunny, H. B. Thayer, Charles P. Ware, F. W. Eaton, E. M. Burgess, and George J. Petty.

SECOND: That the American Telephone and Telegraph Company (hereinafter called the American Company) owns more than a majority of the capital stock of the Atlantic and Pacific Telephone and Telegraph Company (hereinafter called the Atlantic Company) and of The Pacific Telephone and Telegraph Company (hereinafter called the Pacific Company) and of the Mountain States Telephone and Telegraph Company (hereinafter called the Mountain States Company); that the Pacific Company owns more than a majority of the capital stock of the Pacific States Telephone and Telegraph Company (hereinafter called the Pacific States Company) and of the Sunset Telephone and Telegraph Company (hereinafter called the Sunset Company); that the American Company designates the Atlantic Company, the Pacific Company, the Mountain States Company, the Pacific States Company and the Sunset Company as its associate companies, and has and exercises over each the control which grows out of the above-described stock ownership.

THIRD: That the defendants, except those dismissed, heretofore entered into a combination to acquire the properties hereinafter specifically ordered to be disposed of and to commit other acts hereinafter specifically enjoined, and thereby to restrain and monopolize commerce in respect of furnishing facilities for telephonic communication between the States of Oregon and Washington and between the States of Washington and Idaho, and now are parties to said combination, and are and heretofore have been attempting to monopolize said facilities, in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

WHEREFORE, said defendants and each of them, their officers, directors, agents and employees, are hereby perpetually restrained and enjoined from directly or indirectly doing any act or thing whatsoever in furtherance of the objects and purposes of said combination, and from continuing as parties thereto, and from continuing to monopolize or attempting to monopolize said commerce or any part thereof, and from forming or joining any like combination in the future.

FOURTH: That the Hillsboro Telephone Company (hereinafter called the Hillsboro Company) since December 1, 1911, has owned and operated a telephone exchange in the town of Hillsboro, Oregon; that since long prior to December 1, 1911, the Pacific Company, on the one hand, and the Northwestern Long Distance Telephone Company (hereinafter called the Northwestern Company), in conjunction with the Home Telephone Company of Portland (hereinafter called the Home of Portland), on the other hand, have operated competitive long-distance telephone lines between Hillsboro and points both in Oregon and Washington, and have been natural competitors in furnishing facilities for interstate communication by telephone between Hillsboro and said points; that on or about December 1, 1911, the Hillsboro Company entered into a contract with the Pacific Company whereby it agreed to give and in pursuance of which it does give all long-distance business originating on its lines to the latter company exclusively, thereby destroying all competition between the Pacific Company and the Northwestern Company in respect of said business.

WHEREFORE, the Pacific Company, its officers, directors, agents and employees, are hereby perpetually restrained and enjoined from enforcing, attempting to enforce, or accepting any benefits under the exclusive provisions of said contract and from entering into any like covenants in the future.

FIFTH: That the McMinnville Local and Long Distance Telephone Company (hereinafter called the McMinnville Company), owns and operates a telephone exchange in the town of McMinnville, Oregon, which is connected with the long-distance lines of the Pacific Company but not with the lines of the Home of Portland or the Northwestern Com-

pany, and that it should be connected with them as one of the means of restoring the competitive conditions in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements whereby patrons of the McMinnville Company and patrons of the Home of Portland may use the long-distance lines of the Pacific Company between Portland and McMinnville for the interchange of communication, and whereby the patrons of the McMinnville Company and patrons of the Northwestern Company may interchange communication through the joint use of the lines of the Northwestern Company and the Pacific Company, at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against the McMinnville Company, the Home of Portland or the Northwestern Company in respect of said communications.

Sixth: That S. G. Hughes owns and operates a telephone exchange (hereinafter called the Forest Grove Exchange) in the town of Forest Grove, Oregon, which is connected with the long-distance lines of the Pacific Company but not with the lines of the Home of Portland or the Northwestern Company, and that it should be connected with them as one of the means of restoring the competitive conditions in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements

whereby patrons of the Forest Grove Exchange and patrons of the Home of Portland may use the long-distance lines of the Pacific Company between Portland and Forest Grove for the interchange of communication and whereby the patrons of the Forest Grove Exchange and patrons of the Northwestern Company may interchange communication through the joint use of the lines of the Northwestern Company and the Pacific Company, at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against the Forest Grove Exchange, the Home of Portland or the Northwestern Company in respect of said communications.

SEVENTH. That the Home of Portland when this suit was commenced and for a long time prior thereto owned and operated a telephone exchange in the city of Portland, Oregon; that this exchange was connected with the lines of the Northwestern Company whereby its patrons could and did interchange communication with patrons of the Northwestern Company at points both in Oregon and Washington.

That the Pacific Company during the time aforesaid owned and operated a telephone exchange in the city of Portland and in connection therewith owned and operated long distance lines whereby its patrons could and did interchange communication with persons at said points in Oregon and Washington reached by the Northwestern Company and also with persons in California and other States; that there never has been a connection at Portland between the exchange of the Pacific Company and the lines of the Northwestern Company, nor between the lines of the Home of Portland and the long-distance lines of the Pacific Company, and that there should be a connection between the Portland exchange of the Pacific Company and the lines of the Northwestern Company and between the Portland ex-

change of the Home of Portland and the long distance lines of the Pacific Company as one of the means of restoring competitive conditions in the furnishing of facilities for telephonic communication in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company, at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to provide for trunk lines between the toll board of the Pacific Company at Portland and the exchange of the Home Company in Portland, and between the exchange of the Pacific Company in Portland and the toll board of the Northwestern Company in Portland, whereby patrons of the Northwestern Company and patrons of the Pacific Company in Portland may interchange long distance communication, and patrons of the Home of Portland and patrons of the Pacific Company may interchange long distance communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific Company, the other associate companies and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against said Home Company or Northwestern Company in respect of said long-distance communications.

EIGHTH: That the Independent Telephone Company of Seattle (hereinafter called the Independent Company) on and prior to October 22, 1910, owned and operated a telephone exchange in the city of Seattle, Washington; that during the same time the Northwestern Company owned and operated telephone lines from Seattle south to Corvallis, Oregon, and from Seattle northwest to Port Angeles, Washington; that during the same time the Puget Sound Independent Telephone Company (hereinafter called the Puget Sound Company) owned and operated telephone lines from

Seattle, where connection was made with the lines of the Northwestern Company, north into British Columbia; that the exchange of the Independent Company on and before October 22, 1910, was connected at Seattle with the lines of the Northwestern Company and the Puget Sound Company, and thereby its patrons could and did interchange communication over the connected lines with persons in the State of Oregon and in British Columbia.

That the Pacific Company during the time aforesaid also owned and operated a telephone exchange in Seattle and long distance telephone lines from Seattle to the points in Oregon and British Columbia reached by the Northwestern Company and by the Puget Sound Company, and was a competitor of the Independent Company, the Northwestern Company and the Puget Sound Company.

That the Atlantic Company on October 22, 1910, acquired all the shares of capital stock and all the bonds of the Independent Company and subsequently sold and transferred them to the Pacific Company, which on March 1, 1912, acquired all of the physical property of the Independent Company, and thereafter so commingled the same with the property previously owned by it that a separation at this time is impracticable; that the Pacific Company retained the connection then existing between the exchange of the Independent Company and the lines of the Northwestern and Puget Sound Companies but under conditions which restrict competition between the Northwestern and Puget Sound Companies on the one hand and the Pacific Company on the other.

WHEREFORE, The Pacific Company, at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements whereby its patrons on the one hand and the patrons of the Northwestern Company and of the Puget Sound Company respectively on the other may interchange communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long-distance lines of the

Pacific Company, and whereby a patron of the Pacific Company in Seattle desiring to use long-distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Northwestern Company and the Puget Sound Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. Neither the Pacific Company nor any of its employees shall connect any of its patrons with its own long distance lines or with those of the Northwestern Company or the Puget Sound Company except in accordance with instructions given in the manner aforesaid. The Pacific Company, the other associate companies, and the American Company, their respective officers, directors, managers, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after the same have been established and from discriminating in any way whatsoever against the Northwestern Company or the Puget Sound Company in respect of said communications.

NINTH: That the Home Telephone Company of Puget Sound (hereinafter called the Home Company) on and prior to December 9, 1911, owned and operated two telephone exchanges, one in the city of Tacoma and one in the city of Bellingham, Washington; that the exchange at Tacoma was connected with the lines of the Northwestern Company and the exchange at Bellingham with the lines of the Puget Sound Company; that through said connections patrons of the Home Company either in Tacoma or Bellingham could and did interchange communication over the connected lines with persons in Oregon and in British Columbia.

That the Sunset Company during the same time owned and operated a telephone exchange in Tacoma which was connected with the long distance lines of the Pacific Company, and the Pacific Company owned and operated a telephone exchange in Bellingham which was connected with

its own long distance lines, and thus the Sunset Company and the Pacific Company on the one hand were in competition with the Home Company, the Northwestern Company and the Puget Sound Company on the other.

That the Sunset Company on December 22, 1911, acquired all the physical property of the Home Company in Tacoma and Bellingham and thereafter so commingled it in Tacoma with the property previously owned by itself and in Bellingham with the property previously owned by the Pacific Company, that a separation at this time is impracticable.

That the connections theretofore existing at Tacoma between the exchange of the Home Company and the lines of the Northwestern Company and at Bellingham between the exchange of the Home Company and the lines of the Puget Sound Company were severed by the Sunset Company, but were subsequently restored, under conditions, however, which restrain competition between the Northwestern Company and Puget Sound Company on the one hand and the long-distance lines of the Pacific Company on the other.

WHEREFORE, the Pacific Company and the Sunset Company, at any time after 20 days from the entry of this decree, upon application to them by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company and the Sunset Company to make arrangements (a) whereby the patrons of the Sunset Company at Tacoma and those of the Northwestern Company and the patrons of the Pacific Company at Bellingham and those of the Puget Sound Company may interchange communication, in each case at the same rates and under other conditions substantially similar to those under which patrons of the Sunset Company in Tacoma and patrons of the Pacific Company in Bellingham obtain corresponding service over the long distance lines of the Pacific Company; and (b) whereby a patron of the Sunset Company at Tacoma or of the Pacific Company at Bellingham desiring to use long distance lines shall be connected by the "A" operator of the Sunset Company in the one case and of the Pacific Company in the other with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice he shall be connected with the

recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Northwestern Company at Tacoma and the Puget Sound Company at Bellingham may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Sunset Company nor the Pacific Company nor any of its employees shall connect any of its patrons at Tacoma with the lines of the Northwestern Company or the long distance lines of the Pacific Company or any of the patrons of the Pacific Company at Bellingham with the lines of the Puget Sound Company or the long distance lines of the Pacific Company except in accordance with instructions given in the manner aforesaid. And the Pacific Company, the Sunset Company, the other associate companies, and the American Company, their respective officers, directors, managers, agents, and employees are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after the same have been established, and from discriminating in any way whatsoever against the Northwestern Company or the Puget Sound Company in respect of said communications.

TENTH: That the Pacific Company, on and prior to November 30, 1911, owned and operated long distance telephone lines to all points in Oregon and Washington reached by the lines of the Northwestern Company, with which company it competed in furnishing facilities for telephonic communication between said points; that on or about the day aforesaid the Pacific Company, acting through H. D. Pillsbury, entered into a contract with the defendant William Mead to purchase all the bonds and at least two-thirds of the issued capital stock of the Northwestern Company; that afterwards the Pacific Company acquired from the said Mead under said contract 4,212½ shares of the capital stock of the Northwestern Company out of a total issue of 6,300 shares and its bonds of the par value of \$721,000 out of a total issue of \$750,000.

WHEREFORE, the Pacific Company within 90 days from the entry of this decree, shall dispose of all stock and

bonds of the Northwestern Company and of all interest therein now owned or in anywise controlled by it, but not to the American Company, or to any of its associate companies; nor to any person connected with or under the influence of any of said companies as officer, director, stockholder or otherwise, nor to any corporation in anywise connected with any of said companies; and the name of the person or corporation to whom it is intended to sell or transfer such stock or bonds shall be submitted to the court and approved by it before the consummation of the sale or transfer. And the Pacific Company, the other associate companies and the American Company, their respective officers, directors, agents and employees are hereby perpetually enjoined and restrained from hereafter acquiring, either directly or indirectly any interest in or control over the stock, bonds or other obligations of the Northwestern Company or in or over said company.

ELEVENTH: That the Home Telephone Company of Spokane (hereinafter called the Home of Spokane) for more than five years has owned and operated in Spokane, Washington, under a franchise expiring in 1940, an exchange having about 7,000 telephones, which is connected with the long distance lines of the Interstate Telephone Company Limited (hereinafter called the Interstate Company), but with no other long distance lines.

That for many years the Interstate Company has operated in Washington and Idaho about 512 miles of long distance telephone lines and about 10 exchanges and 90 toll stations; that its main lines are connected in Spokane with the Home of Spokane pursuant to a traffic agreement and extend thence easterly into Idaho more than 100 miles; that from these lines branch lines run north and south both in Washington and in Idaho; and that its patrons can and do interchange communication with the patrons of the Home of Spokane.

That the Pacific Company owns and operates a telephone exchange in Spokane with about 22,000 telephones and in connection therewith long distance telephone lines which reach many of the points in Idaho and Washington reached by the lines of the Interstate Company, and is thus engaged

in competition with the Home of Spokane and the Interstate Company.

That the Interstate Consolidated Telephone Company (hereinafter called the Consolidated Company) about February 3, 1910, acquired more than a majority of the issued capital stock and a considerable amount of the bonds of the Home Company of Spokane and of the Interstate Company.

That the Corporation Securities and Investment Company (hereinafter called the Investment Company) about February 3, 1912, acquired more than two-thirds of the issued capital stock of the Consolidated Company and a considerable amount of the stock and bonds of the Home of Spokane and the Interstate Company, for the use and benefit of the Pacific Company and the Mountain States Company; and that thereby the Investment Company, the Mountain States Company and the Pacific Company acquired the power to control the Home of Spokane and the Interstate Limited.

WHEREFORE, the Pacific Company, the Mountain States Company, the Consolidated Company and the Investment Company shall sell and transfer or cause to be sold and transferred the stock, bonds or other obligations of the Home of Spokane and of the Interstate Company now owned or in anywise controlled by them or any of them—those of the Home of Spokane within six months and those of the Interstate Limited within three months from the entry of this decree. But in neither case shall the sale or disposition be to the American Company or any of its associate companies, or to any person connected with or under the influence of any of said companies as officers, directors, stockholders or otherwise, or to any corporation in anywise connected with any of said companies, and the name of the person or corporation to whom it is intended to sell or transfer such stock, bonds or other obligations shall be submitted to the court and approved by it before the consummation of the sale or transfer. Pending the sale of said stock, bonds and other securities the traffic arrangements now existing between the Home of Spokane and the Interstate Company shall be continued in full force. The Pacific Company, the Mountain States Company, the other associate companies, and the American Com-

pany, their respective officers, directors, agents and employees are hereby perpetually enjoined and restrained from hereafter acquiring, either directly or indirectly, any interest in or control over said stock, bonds or other obligations or in or over the Home of Spokane or the Interstate Company: Provided, however, that if within three months from the entry of this decree the city of Spokane or other competent public authority in the State of Washington shall decide that it is for the best interests of Spokane and its inhabitants that the two exchanges now in Spokane shall be consolidated and owned by the Pacific Company, the latter shall have the right to apply to the court for a modification of this decree so as to permit that to be done; but such modification, if granted, shall be upon such terms and conditions as will permit the patrons of the Interstate Company in Idaho and Washington to interchange communication not only with all the patrons of the Home of Spokane (now about 7,000) but also with all the patrons of the Spokane exchange of the Pacific Company (now more than 21,000), thus preserving and intensifying competition in long distance business between the Interstate Company and the Pacific Company. And to this end the Pacific Company at any time after 20 days from the date of such modification, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements for a connection by means of trunk lines between the toll board of the Interstate Company and the consolidated exchange of the Pacific Company in Spokane whereby patrons of the Interstate Company and patrons of the Pacific Company may interchange communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long distance lines of that company, and whereby a patron of the Pacific Company in Spokane desiring to use long distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice, he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall

be completed over the lines of that company. The Interstate Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Pacific Company nor any of its employees shall connect any of its patrons with its long-distance lines or with those of the Interstate Company except in accordance with instructions given in the manner aforesaid. And the Pacific Company, the Mountain States Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against said Interstate Company in respect of said communication.

TWELFTH: That the Pacific Company has made many contracts with other telephone companies doing business in and between Washington, Oregon, and Idaho, whereby said other companies agree to give to said Pacific Company exclusively all long distance business originating on their lines.

WHEREFORE, the Pacific Company, its officers, directors, agents and employees, are perpetually restrained and enjoined from enforcing or attempting to enforce or accepting any benefits under the exclusive provisions in said contracts and from entering into any like covenants in the future.

THIRTEENTH: That in case the parties are unable to agree touching any contract, agreement or other thing required by this decree, any party may submit the matter in dispute to the court for determination in harmony with this decree.

FOURTEENTH: That nothing in this decree shall prevent such modification in the arrangements for connections provided for in sections five, six, seven, eight, nine, and eleven as may from time to time be necessary in order to conform to the development of telephony and to maintain the efficiency of the service, but no such modifications shall be made without the approval of the court. The defendants, or any of them may at any time for good cause apply to

the court for such additional order or orders as they or any of them may deem necessary, relative to the sale and disposition of the stocks and bonds ordered in sections ten and eleven to be sold and disposed of; and the petitioner may at any time apply to the court for such additional order or orders as it may deem necessary fully to carry out this decree. All applications by any party for any order or modification as herein provided for shall be upon reasonable notice to the other party, given according to the rules, and for the purpose of making any such order or modification jurisdiction of the case is retained.

FIFTEENTH: That the petitioner have and recover from the defendants, not dismissed, its costs.

Dated at Portland, Oregon, this 26th day of March, 1914.

BY THE COURT,
ROBERT S. BEAN,
Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF OREGON.

No. 6082.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ET AL,
DEFENDANT.

ORDER MODIFYING DECREE.

The Pacific Telephone and Telegraph Company, a corporation, one of the defendants in the above entitled action (herein called Pacific Company), having filed herein on the 24th day of June, 1914, its application for a modification of the decree entered herein on the 26th day of March, 1914, so as to permit the consolidation by it of the two exchanges now in Spokane, and it appearing that on the 22d day of June, 1914, the City Council of the city of Spokane, the governing body of said city, adopted a resolution, copy of which is attached to said application, by the terms of which the said

City Council decided that it is for the best interests of the inhabitants of Spokane that there be but one telephone system therein, and gave its consent to the consolidation of the two exchanges now in said city as and upon the conditions in said resolution set forth;

And it appearing that an ordinance granting the telephone franchise in said resolution referred to was on the 24th day of August, 1914, passed and accepted by The Pacific Telephone and Telegraph Company, and good cause appearing therefor, a copy of which ordinance is now herewith filed and made a part of the record;

It is ORDERED that the decree entered herein on the 26th of March, 1914, be, and the same is hereby so modified as not to require the sale or transfer by the defendants of the stock, bonds or other obligations of the Home Telephone Company of Spokane (herein called Home of Spokane), now owned or in any wise controlled by them or any of them, and so as to permit the defendants to retain any interest in said Home of Spokane now owned or controlled by them, and the acquisition of such further interest therein as may to them seem advisable, and so as to permit the two exchanges now in Spokane to be consolidated and owned by The Pacific Company.

This modification is granted upon the terms and conditions specified in section eleventh of said decree, which will permit the patrons of the Interstate Telephone Company, Limited (herein called the Interstate Company), in Idaho and Washington to interchange communication not only with all the patrons of the Home of Spokane, but also with all the patrons of the Spokane exchange of the Pacific Company, thus preserving and intensifying competition in long distance business between the Interstate Company and the Pacific Company; and to this end the Pacific Company is ordered and directed at any time after twenty days from the date of this order, upon application to it by the proper party, to prepare, and upon the acceptance thereof by said party, to execute and carry out a contract obligating the Pacific Company to make arrangements for a connection by means of trunk lines between the toll board of the Interstate Company and the consolidated exchange of the Pacific Company in

Spokane, whereby patrons of the Interstate Company and patrons of the Pacific Company may exchange communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long distance lines of that company, and whereby a patron of the Pacific Company in Spokane desiring to use long distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies; but if he expresses no choice he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice, and the call shall be completed over the lines of that company. The Interstate Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Pacific Company nor any of its employees shall connect any of its patrons with its long-distance lines, or with those of the Interstate Company, except in accordance with instructions given in the manner aforesaid; and the Pacific Company, The Mountain States Telephone and Telegraph Company, the other associate companies mentioned in said decree, and the American Telephone and Telegraph Company, their respective officers, directors, agents and employees are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against said Interstate Company in respect of said communication.

It is further ORDERED that this order shall not be construed to affect in any other respect the decree entered herein on the 26th day of March, 1914, but the same shall be and remain in full force and effect.

R. S. BEAN, *Judge*.

Dated Portland, Oregon, Sept. 7, 1914.

Filed September 7, 1914.

G. H. MARSH, *Clerk*.

UNITED STATES v. READING COMPANY.

226 Fed. 229.

IN THE DISTRICT COURT OF THE UNITED STATES, EAST-
ERN DISTRICT OF PENNSYLVANIA.

No. 1095.—September sessions, 1913.

UNITED STATES
vs.
READING COMPANY ET AL.

FINAL DECREE.

This cause having come on for final hearing upon pleadings and proofs, and having been argued by counsel before three circuit judges sitting under the provisions of the expediting act of February 11, 1903 (32 Stat., 823), as amended June 25, 1910 (36 Stat., 854), and the pleadings, proofs, and arguments having been considered and the opinion of the court having been filed, it is now, this 28th day of October, 1915, ordered, adjudged, and decreed:

1. Except as hereinafter provided, the bill, or petition, is dismissed.

2. The charge therein contained, namely, that the lease of the Lehigh & Susquehanna Railroad made between the Lehigh Coal & Navigation Co. and the Central Railroad Co. of New Jersey, contained in the writings dated, respectively, March 31, 1871, May 27, 1883, and June 28, 1887, is in violation of the antitrust act of July 2, 1890 (26 Stat., 209, c. 647), is not sustained, and in respect thereof the petition is dismissed. But, in respect of all other charges against the Lehigh Coal & Navigation Co., and in respect of all charges against the Lehigh & New England Railroad Co. and the Lehigh & Hudson River Railway Co., the petition is dismissed without prejudice.

3. The charge that the Central Railroad Co. is violating the commodities clause of the act to regulate commerce (34 Stat., 584, c. 3591), is dismissed, but without prejudice.

4. The union of the Philadelphia & Reading Coal & Iron Co. and the Lehigh & Wilkes-Barre Coal Co. through the instrumentality of the Reading Co., a holding corporation—which owns the entire capital stock of the Philadelphia & Reading Coal & Iron Co. and a majority of the capital stock of the Central Railroad Co., the last-named company owning in turn a majority of the capital stock of the Lehigh & Wilkes-Barre Coal Co.—is a combination in restraint of trade and violates the antitrust act of July 2, 1890 (26 Stat., 209, c. 647).

5. Within 90 days from the entry of this decree, or in case an appeal be taken therefrom to the Supreme Court of the United States and duly prosecuted, then within 90 days after the filing in this court of the mandate of the Supreme Court affirming the decree, the defendants shall submit to this court a plan for the disposal by the Central Railroad Co. of all the stock, bonds, or other securities of the Lehigh & Wilkes-Barre Coal Co. now owned or in any manner controlled by it; the plan to be such as will effectually dissolve the unlawful combination and create a situation in harmony with law. If the defendants shall fail to present a plan within the period stated, or if the plan submitted shall be rejected, this court will take such further steps, by receivership or otherwise as may then seem necessary, to dispose of the stock, bonds, and securities referred to, and to dissolve effectually the unlawful combination, so as to create a situation in harmony with law. For this purpose the court retains jurisdiction of the cause.

6. Pending the disposal of the stock, bonds, and securities referred to, the Central Railroad Co., the Reading Co., and all corporations controlled by them or either of them, or subject to a common control with them or either of them, through stock ownership or otherwise, their officers, directors, agents, and employees, are hereby enjoined from voting or attempting to vote on any stock of the Lehigh & Wilkes-Barre Coal Co., from collecting or receiving any dividends or interest upon its stock, bonds, or other securities, and

from exercising or attempting to exercise any control, direction, supervision, or influence whatever over its acts, either by proxies from other stockholders or otherwise. And the Central Railroad Co., the Reading Co., and all corporations controlled by them or either of them, or subject to a common control with them or either of them, through stock ownership or otherwise, their officers, directors, agents, and employees, are perpetually enjoined from hereafter acquiring, directly or indirectly, any interest in or control over the stock, bonds, or other securities of the Lehigh & Wilkes-Barre Coal Co. or any control over said company. And the Central Railroad Co. is hereby enjoined from requiring, or attempting or threatening to require, the Lehigh & Wilkes-Barre Coal Co. or any of its subsidiary companies to ship all or any part of their coal tonnage over any railroad or line of transportation operated or designated by the Central Railroad Co.

7. All clauses, stipulations, or covenants in leases of coal lands made by the Philadelphia & Reading Coal & Iron Co., or by the Lehigh & Wilkes-Barre Coal Co., or by any company subsidiary to or controlled by either, that require or purport to require the lessees to ship coal over any particular railroad or railroads, or over such route as may be designated by any railroad company or companies, are hereby declared to violate the antitrust act of July 2, 1890, and therefore to be void; and the coal companies and the railroad companies that are parties to this decree, their officers, directors, agents, and employees, are hereby enjoined from enforcing or attempting to enforce, or threatening to enforce, such clauses, stipulations, or covenants.

8. The Government is entitled to recover from the Reading Co. so much of its taxable costs in the district court as relate to the subject-matter of the fourth, fifth, and seventh sections of this decree.

JOSEPH BUFFINGTON,
JOHN B. McPHERSON,
WILLIAM H. HUNT,
United States Circuit Judges.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF PENNSYLVANIA.

No. 1095.

SEPTEMBER SESSIONS, 1913.

UNITED STATES

vs.

READING COMPANY ET AL.

MEMORANDUM TO ACCOMPANY FINAL DECREE.

Per Curiam:

As the parties have not been able to agree in all respects concerning the terms of the proposed decree, this memorandum may perhaps be useful.

1. They do not agree upon the question whether the charge in the bill that the Central Railroad Co. is violating the commodities clause by transporting the coal of the Lehigh & Wilkes-Barre Coal Co. should be unreservedly dismissed, or should be dismissed without prejudice. The position of the railroad company is that the charge should be unreservedly dismissed because the question is already *res judicata*. The facts to support the argument are these:

A similar charge was made against the railroad company in June, 1908, by a bill filed in the group of actions known as the first commodities cases. In the circuit court all the cases were submitted on bill and answer, accompanied by a stipulation that such "submission on bill and answer, and any averment or admission in the pleading of either party contained, shall in nowise prejudice the said parties in any other suit or proceeding heretofore or hereafter instituted, and shall be operative and take effect only with respect to the present suit and for the purposes thereof." The decrees of the circuit court dismissing the bills were entered in October, 1908, and in May, 1909, the Supreme Court reversed them and remanded the cases for further proceedings. (*United States v. Delaware & Hudson Co., et al.*, 213 U. S., 366.) In March, 1910, the circuit court reinstated the suit against the Central Railroad Co. and the Government moved for a decree that the bill be dismissed "without prejudice."

This motion was heard upon the identical bill, answer, and stipulation that had previously been considered, and the circuit court was of opinion that the record did not show that the railroad company was violating the commodities clause as construed by the Supreme Court. The Government's motion was therefore denied and, after the Attorney General had declared that in view of such denial he did not intend to proceed further in the circuit court, a second decree was entered dismissing the bill without qualification. The case was again taken to the Supreme Court and the decree was affirmed. (*United States v. Erie R. R. Co. et al.*, 220 U. S., 275.) The Supreme Court pointed out that the Government had made no offer in the circuit court to show any further facts and had not withdrawn the stipulation to submit the cause on bill and answer; saying that as "leave to amend was not asked, and as upon the facts appearing and admitted on (the) record no violation of the commodities clause was shown, the decree entered may properly be held to have been in strict conformity with the opinion of this court."

This, of course, is an unequivocal declaration that upon the facts set forth by the bill and answer in that cause no violation of the commodities clause had been shown; and (if there were nothing else) the Central Railroad would no doubt be entitled to such protection as might properly be afforded in such a situation. But the bill and answer were only part of the record; the stipulation formed the other part, and of this the Supreme Court also took notice, as the following remark will show: "Whatever, therefore, in view of the stipulation made below, may be the scope and effect of the decree as *res judicata*, we see no reason for concluding that error was committed by the circuit court in refusing to qualify its decree." This decision was made in April, 1911, and the suit before us was brought in September, 1913.

In the present action the charge of violating the commodities clause is brought against the Central Railroad Co. for the second time, and upon the merits of that dispute we have not felt bound to pass. The obvious reason is that if the Central Railroad Co. were divorced from the Lehigh

& Wilkes-Barre Coal Co. the question would cease to be important. Such a separation is provided for in the decree about to be entered, and therefore whether the question be *res judicata* or not, the charge in the bill may properly be dismissed. But, as we have not passed upon the merits and are dismissing the charge for a different reason, we decline to consider now the question whether the Supreme Court finally settled the dispute in 1911. For the present the effect of that decision will be left undetermined. We can not foresee the future; the situation may so change hereafter as to justify the Government in raising the question again, and in that event the effect of the Supreme Court's ruling may then be presented for decision.

For the reason, therefore, that we have not passed upon the merits, we think the dismissal of the charge should not affect the Government's right to proceed hereafter in case it shall be so advised. But we wish it to be understood, also, that in like manner our decree leaves unaffected the right of the Central Railroad Co. to set up the defense of *res judicata* in such subsequent proceeding.

2. Neither do the parties agree completely about the method of dissolving the unlawful combination between the two coal companies. The Central Railroad Co. asks us to consider the alternative proposition that we should require the Reading Co. to dispose of its stock in the Central instead of requiring the Central to dispose of its interest in the Lehigh & Wilkes-Barre Coal Co. Undoubtedly some reasons exist in favor of such a course, but on the whole the other method seems to be preferable.

3. We agree with the Government that the separation of interest between the Central Railroad Co. and the Lehigh & Wilkes-Barre Coal Co. should be effective, and to that end we think the bonds and other securities as well as the stock of the coal company should be disposed of.

4. And to the same end we think the Central Railroad Co. should be enjoined (for the present at least) from compelling the coal company to send its coal over the lines of the railroad. As long as the union of interest between these two companies exists, this provision seems to be necessary.

5. We are not disposed to accept the Government's suggestion to ask for the help of the Federal Trade Commission. We are unable to see any advantage in turning this matter over to the commission instead of dealing directly with it ourselves. The defendants can present their plan, as has been done in other cases, and we can then consider it in the light of such objections as may be made to it by any interest affected thereby and can afterwards determine finally what course to adopt.

The principal matter in dispute is whether the individual stockholders of the Central Railroad Co. (distinguishing them from the Reading Co. and the other corporations defendant) should be permitted to acquire the stock, bonds, and other securities of the coal company, and on this point also we agree with the Government. In our opinion the doctrine of the Union Pacific case (226 U. S., 470) calls upon us to deny the individual stockholders that privilege.

In accordance with the foregoing views the following decree will be entered:

[In printing, the decree was given precedence to the explanatory memorandum.]



**UNITED STATES v. NATIONAL WHOLESALE JEWELERS'
ASS'N.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.**

Equity, No. 10/384.

UNITED STATES OF AMERICA, PETITIONER,

vs.

**THE NATIONAL WHOLESALE JEWELERS' ASSOCIATION, NA-
TIONAL ASSOCIATION OF MANUFACTURING JEWELERS, AND
OTHERS, DEFENDANTS.**

DECREE.

The United States of America having filed its petition herein on the 18th day of November, 1913, and the defendants, National Association of Manufacturing Jewelers; Frederick D. Carr, individually and as president of the said National Association of Manufacturing Jewelers; Harold E. Sweet, individually and as vice president of said National Association of Manufacturing Jewelers; Ira Barrows, individually and as second vice president of said National Association of Manufacturing Jewelers; Everett L. Spencer, individually and as secretary and treasurer of said National Association of Manufacturing Jewelers; Woodward Booth, individually and as corresponding secretary of said National Association of Manufacturing Jewelers; Harvey E. Clapp, Jacob J. Sommer, H. G. Thresher, Charles A. Whiting, Frederick A. Ballou, S. M. Einstein, Edward B. Hough, and Fred C. Wilmarth, individually and as members of the executive committee of said National Association of Manufacturing Jewelers, having duly appeared herein by William B. Greenough, their solicitor, and the defendants Brooks Jewelry & Optical Company and Alexander Sabsewitz, not having been served with a subpoena herein and not having

appeared or answered, and the petition having been dismissed as to them, and all of the other defendants having appeared herein, and answered by Felix H. Levy, their solicitor, and said answer having been withdrawn by permission of the court, and this case coming on to be heard before Hon. William H. Hunt, United States judge;

Now comes the United States of America, by H. Snowden Marshall, United States attorney for the Southern District of New York, and by Claude A. Thompson, special assistant to the United States attorney, and come also the defendants, except the two defendants above named, as to whom the petition was dismissed, by their solicitors, Felix H. Levy and William B. Greenough, and the petitioner having moved this court for an injunction in accordance with the prayer of the petition, and all parties having consented thereto in open court;

Now, therefore, it is ordered, adjudged, and decreed as follows:

I. That in the month of June, 1908, certain of the defendants who were then wholesalers and jobbers of jewelry and jewelry products, engaged in selling and shipping the same to retail dealers located in various States in the United States, organized and caused to be organized the defendants, The National Wholesale Jewelers' Association, hereinafter referred to as the Wholesalers' Association, for the purpose, among others, of preventing by joint and united effort and by cooperation among themselves, manufacturers of jewelry and jewelry products, engaged in interstate commerce from selling or shipping their products directly to retail merchants, department stores, mail-order houses, purchasing syndicates, and other organizations not recognized or classified by said association as legitimate wholesalers or jobbers of jewelry and jewelry products and caused said association to adopt certain by-laws and prescribe certain standards of eligibility for membership, by virtue of which the membership in said association was confined to those persons, firms, corporations, and other organizations who were recognized and classified by the executive committee of said association as legitimate wholesalers or jobbers of jewelry and jewelry products.

II. In the month of April, 1910, certain other of the defendants who were then engaged in the manufacture of jewelry and jewelry products, and whose policy it was to market and distribute their products exclusively through the medium of the wholesaler or jobber, at the suggestion of the Wholesalers' Association and of the then members thereof, and for other reasons, organized the defendant, The National Association of Manufacturing Jewelers, hereinafter referred to as the Manufacturers' Association, for the purpose, among others, of cooperating with the Wholesalers' Association and the members thereof in preventing manufacturers of jewelry and jewelry products engaged in interstate commerce from selling or shipping their products directly to retail dealers, department stores, mail-order houses, purchasing syndicates, and other organizations not recognized by said Wholesalers' Association as legitimate wholesalers or jobbers of jewelry and jewelry products, and caused said association to adopt certain by-laws and prescribe certain standards of eligibility for membership, by virtue of which the membership in said association was confined to those manufacturers of jewelry and jewelry products who agreed among themselves that they would market and distribute their product exclusively through the medium of the wholesaler or jobber and would not sell or distribute their product directly to retail dealers.

III. That thereafter and prior to the time of the filing of the petition herein all of the other defendants either became members of the Manufacturers' Association or the Wholesalers' Association, or became connected with one or the other of said associations or with firms or corporations which were members thereof, and became parties to the unlawful combination and conspiracy adjudged illegal hereby.

IV. That the said defendants, The National Wholesale Jewelers' Association; National Association of Manufacturing Jewelers; T. James Fernley, individually and as advisory secretary of said The National Wholesale Jewelers' Association; Thomas A. Fernley, individually and as secretary of said The National Wholesale Jewelers' Association; Fred G. Thearle, individually and as president of said The

National Wholesale Jewelers' Association; A. V. Huyler, individually and as vice president of said The National Wholesale Jewelers' Association; Louis P. White, individually and as second vice president of said The National Wholesale Jewelers' Association; Louis Sickles, individually and as treasurer of said The National Wholesale Jewelers' Association; Max J. Averbeck, Albert H. Gerwig, Philip Present, Calvin B. Norton, Louis Cohn, Leonard Krower, Benjamin C. Allen, Simon Lindenberg, Edward Lehman, Henry W. Patterson, Edward A. Eisele, F. W. Hoyt, Max Ellbogen, J. E. Reagan, S. H. Clausin, and A. F. Smith, individually and as members of the executive committee of said The National Wholesale Jewelers' Association; Abraham G. Schwab, Edwin Massa, and George H. Edwards, individually and as members of the advisory board of said The National Wholesale Jewelers' Association; Frederick D. Carr, individually and as president of said National Association of Manufacturing Jewelers; Harold E. Sweet, individually and as vice president of said National Association of Manufacturing Jewelers; Ira Barrows, individually and as second vice president of said National Association of Manufacturing Jewelers; Everett L. Spencer, individually and as secretary and treasurer of said National Association of Manufacturing Jewelers; Woodward Booth, individually and as corresponding secretary of said National Association of Manufacturing Jewelers; Harvey E. Clapp, Jacob J. Sommer, H. G. Thresher, Charles A. Whiting, Frederick A. Ballou, S. M. Einstein, Edward B. Hough, and Fred C. Wilmarth, individually and as members of the executive committee of said National Association of Manufacturing Jewelers; Meyer, Cahn & Talbot, E. W. Reynolds Co., A. I. Hall & Son (Inc.), M. Schussler & Co., Morris Mayer, Sydney Weinshenk, Charles Weinshenk, David S. Maiman, The W. W. Hamilton Jewelry Co., Edward Lehman Jewelry Co., the Lewis Jewelers' Supply Co., Charles Wathen, Charles E. Everett, Benjamin Allen, A. C. Becken Co., Emil Braude, Paul Braude, Despress, Bridges & Noel, Moses S. Fleishman, Mrs. M. S. Fleishman, J. W. Forsinger, H. F. Hahn & Co., C. H. Knights-Thearle Co., Norris-Alister & Co., L. H. Schafer & Co., Bernard Schuette, Stein & Ellbogen Co., Otto

Young & Co., Slade, Tenney & Weadley, Baldwin-Miller Co., Charles W. Lauer, Donnelly, Caliger & McLaughlin (Inc.), T. R. J. Ayres & Sons, Ehlerman Bros. Co., Jacob Engel, Thomas Long Co., E. A. Cowan-M. Myers, D. C. Percival & Co., E. H. Saxton Co., Smith Patterson Co., Charles A. Berkey Co., William C. Noack, Theodore Gorenflo, The E. H. Pudrith Co., Louis C. Gaus, F. L. Bosworth Co., S. H. Clausin & Co., H. E. Murdock Jewelry Co., J. Morgan Bennett, Albert L. Haman, Theophil Hummel, Edwards-Ludwig-Fuller Jewelry Co., Hoefer Jewelry Co., C. A. Kiger Co., C. B. Norton Jewelry Co., Dana B. Ward, Woodstock-Hoefer Watch & Jewelry Co., Aller-Wilmes Jewelry Co., Bauman-Massa Jewelry Co., A. R. Brooks Mercantile Co., Eisenstadt Manufacturing Co., Elliott Jewelry Co., Hoyt Jewelry Co., W. F. Kemper Supply Co., R. Lowenstein Jewelry Co., Sol Lowenstein Jewelry Co., St. Louis Clock & Silverware Co., Michael Stiffelman, Benjamin Stiffelman, Weidlich Jewelry Co., Solomon Bergman Jewelry Co., Boab R. Greenblatt, Harry J. Goodstein, A. F. Smith Co., King & Eisele Co., Richard J. Petersen, Joseph J. Max, George J. Petersen, Henry F. Vander Voort, Frank E. Vander Voort, John A. Vander Voort, J. Frank Gilbert, Morris Aisenstein, Morris Woronock, Charles Armsheimer, Henry M. Armsheimer, Louis Bernheim, David Beer, H. H. Butts, Louis Castagnetta, Cross & Beguelin, Moses Eliassof, Henry Eliassof, David Fisher, Henry Freund, Louis Freund, Louis Cohn, Morris Freudenheim, Harris W. Freudenheim, Marks G. Levy, Richard Friedlander, Louis Friedlander, Martin Friedlander, Henry Froehlich, Harry W. Frolichstein, Ludwig Gunzburger, Samuel Strauss, Henry Heyman, Samuel Kramer, Ilgen & Wakefield Co., Charles Kahn, Jonas Koch, David Korones, Karl Korones, Max Laubheim, Max S. Kallman, Marcel M. Mirabeau, Emilie Macher, Leopold S. Meyer, Frederick Meyer, Isaac M. Rubenstein, Jacob J. Schmukler, William C. Solomon, Noah Solomon, William J. Ward, Morris Weil, M. D. Mason, A. V. Huyler, W. L. Ward, Theo. Yankauer, Harry A. Platt, Morris Rosenbloom, William Levinson, Morris B. Rosenthal, Emanuel Present, Amos M. Present, David Present, W. P. Hitchcock Co., Andrew H. Pond, Henry C. Beadel, Julius L. Marks, Simon A. Liberman,

Barney Abelson, Myron S. Liberman, The Arnstine Bros. Co., Webb C. Ball Watch Co., The H. W. Burdick Co., Jewelers' Manufacturing Co., the Sigler Bros. Co., the Scribner & Loehr Co., Wagner-Gilger-Cohn Co., Edward Albert, Louis H. Albert, the Clemens Oskamp Co., Jacob Frohman, Jonas Wise, Benoit S. Newman, David J. Gutmann, Eli Gutmann, Julius Hahn, Isidore Oppenheimer, Irvin Herman, Lee Loeb, D. Jacobs' Sons Co., Klein Bros. Co., Hugo A. Lindenberg, Edgar J. Fox, Simon Lindenberg, Sigmund Strauss, Miller Jewelry Co., Joseph Noterman, jr., William T. Eichelberger, Mrs. Jos. Goesling, Oskamp Nolting Co., Aaron Plaut, Michael H. Plaut, Godfrey M. Braham, Edward C. Poage, Clifford B. Poage, Earl M. Poage, Louis Rauch, Charles E. Richter, Ferdinand Phillips, Abraham G. Schwab, Louis Lange, Julian G. Schwab, Herbert G. Schwab, the E. & J. Swigart Co., Bowler & Burdick Co., Thoma Bros. Co., Louis A. Voss, E. C. Voss, Joseph S. Voss, Albert C. Wallenstein, Walter Mayer, H. S. Meiskey, W. F. Meiskey, F. A. Peters, the Non-Retailing Co., Jos. B. Betchel & Co. (Inc.), Frank H. Chapman, John S. S. Cooper, Frederick B. Hurlburt, William H. Hurlburt, G. S. Lovell Clock Co., Adolph Ritter, Max L. Kahn, Abraham Sickles, Edward Sickles, Louis Sickles, Solomon Sickles, B. F. Williams Co., George B. Barrett Co., Ben Biggard, M. Bonn Co., S. Davis Co., Jacob Grafner, Emanuel Grafner, William Heeren, Otto Heeren, W. F. Hofmann, the W. J. Johnston Co., Samuel E. Hall, Chester G. Hall, Morris Kingsbacher, Aaron Kingsbacher, Henry J. Thier, John Kraus, William R. Beam, Samuel Weinhaus Co., George L. West, George W. White, Nathan B. Levy, Kalman Levy, George Phillips, the Albert Walker Co., Horace L. Manchester, Allan Jewelry Co., Shuttles Bros. & Lewis, Leopold Block, and Theo. Leubusher, individually and as members of said The National Wholesale Jewelers' Association, at and within the Southern District of New York at the time of the filing of the petition herein and prior thereto, had been and were engaged in a combination and conspiracy to restrain trade and commerce among the several States of the United States in jewelry and jewelry products, and that said combination and conspiracy is such as the

act of Congress approved July 2, 1890 (26 Stat., 209), entitled "An act to protect trade and commerce against unlawful restraints and monopolies," declares to be illegal.

V. That the objects of said combination and conspiracy, which objects are hereby adjudged to be illegal and in violation of the aforesaid antitrust act of July 2, 1890, were and are—

(a) To hinder, prevent, and dissuade manufacturers engaged in selling and shipping jewelry and jewelry products in interstate commerce from selling or shipping such articles directly to persons, firms, corporations, or other organizations not wholesalers or jobbers, or not recognized or classified by the aforesaid Wholesalers' Association as wholesalers or jobbers of jewelry or jewelry products.

(b) To hinder, prevent, and dissuade manufacturers engaged in selling and shipping jewelry and jewelry products in interstate commerce from selling or shipping such articles directly to retailers, department stores, or mail-order houses, in the various States, without the intervention of the wholesaler or jobber, and to compel such retailers, department stores, and mail-order houses to purchase such commodities through the medium of the wholesaler or jobber.

(c) To hinder, prevent, and dissuade manufacturers engaged in selling and shipping jewelry and jewelry products in interstate commerce from selling or shipping such articles directly or indirectly to persons, firms, corporations, or other organizations known in the trade as cooperative purchasing syndicates, and to prevent such syndicates from further carrying on their business.

(d) To hinder, prevent, and dissuade manufacturers engaged in selling and shipping jewelry and jewelry products in interstate commerce from selling or shipping such articles to corporations the stockholders of which are retail jewelers, and to eliminate and destroy competition between such corporations on the one hand and wholesalers or jobbers on the other hand for the trade of the retail dealer.

(e) To eliminate all competition in interstate commerce for the trade of all classes of retail dealers of jewelry and jewelry products except as between wholesalers or jobbers

and manufacturers who sell their product exclusively to retail dealers.

VI. That among the means and methods adopted and used by said defendants for the purpose of carrying said combination and conspiracy into effect, and accomplishing the objects thereof, which means and methods are hereby adjudged to be illegal and in violation of the aforesaid antitrust act of July 2, 1890, were the following:

(a) The Wholesalers' Association through its officers, committees, and individual members from time to time ascertained the names of manufacturers who were selling or shipping their product directly to retail dealers, department stores, mail-order houses, and purchasing syndicates and the names of manufacturers whose goods purchasing syndicates were handling and offering for sale; and said association, through its officers and committees and certain of the members thereof, from time to time protested to the manufacturers whose names were thus ascertained and endeavored by means of actual or threatened withdrawal of patronage and custom to induce said manufacturers to discontinue sales directly to such concerns and to compel such concerns to purchase their goods through the medium of the wholesaler or jobber.

(b) The members of the Wholesalers' Association met annually in convention, and for the purpose of making the cooperation herein mentioned and described between the said association and its members and the Manufacturers' Association and its members more complete and effective, invited representatives of the latter association to attend said conventions, and from the date of its organization down to and including the year 1913, the Manufacturers' Association, pursuant to such invitation, regularly and duly selected representatives to attend said conventions, and such representatives have actually attended and participated in part of the proceedings of said conventions.

At these conventions addresses were made and various plans and resolutions adopted for the purpose of preventing the sale of jewelry and jewelry products by manufacturers engaged in interstate commerce directly to retailers, department stores, mail-order houses, purchasing syndicates, and

other organizations not recognized or classified by said Wholesalers' Association and its members as legitimate wholesalers or jobbers of jewelry and jewelry products.

(c) The members of the Manufacturers' Association, in some cases through the secretary of said association and in other cases individually, from time to time upon the receipt of an order or inquiry for goods from a particular concern, communicated with the Wholesalers' Association to ascertain whether or not such concern was recognized or classified by the Wholesalers' Association as a legitimate wholesaler or jobber, and where the reply had been that such concern was not recognized or classified by the Wholesalers' Association as a legitimate wholesaler or jobber, such manufacturers have refused to sell goods to it. In other cases, the Wholesalers' Association, upon learning of sales by manufacturers to concerns not recognized or classified by it as legitimate wholesalers or jobbers, from time to time communicated such information to such manufacturers, who, in consequence, from time to time refused to sell their goods to such concerns.

(d) The members of the Wholesalers' Association for the purpose of inducing manufacturers to refuse to sell their product directly to retailers, department stores, mail-order houses, and purchasing syndicates, gave the said manufacturers to understand that, in consideration of such loyalty to the jobbers they would receive the entire support and patronage of the members of the Wholesalers' Association.

(e) The Manufacturers' Association from time to time published and caused to be published lists containing only the names of manufacturers who were members thereof, which lists so published were furnished to the Wholesalers' Association and by its secretary distributed to the members thereof, and in April, 1913, the Manufacturers' Association, at the request of the Wholesalers' Association, furnished, or caused to be furnished, to the members of the Wholesalers' Association the names of manufacturers who had withdrawn from the Manufacturers' Association. The names of the manufacturers who were members of the Manufacturers' Association, and the names of the manufacturers who had been members but who had later withdrawn,

were furnished to the members of the Wholesalers' Association in order that they might know which manufacturers professed to be loyal to the wholesalers and were living up to the arrangement referred to in paragraph (d), *supra*, and thus to be in position to give their entire support and patronage to such manufacturers and to refrain from purchasing from the manufacturers who had so withdrawn.

(f) The Wholesalers' Association from time to time published and caused to be published lists containing only the names of the wholesalers and jobbers who were members of said association, and said lists so published were distributed to the Manufacturers' Association and to the members thereof, and to divers other manufacturers of jewelry and jewelry products. The names of the members of the Wholesalers' Association were furnished to the manufacturers for the purpose of impressing them with the size and strength of the Wholesalers' Association and deterring them from selling goods to concerns objectionable to said association; and in consequence divers manufacturers have refused further to sell their goods to retailers, purchasing syndicates, and other concerns not recognized or classified by said Wholesalers' Association as legitimate wholesalers or jobbers.

(g) The Wholesalers' Association, through its secretary, from time to time requested its members to inform its secretary of the name of any manufacturer who was selling or was reported to be selling goods to any person, firm, corporation, or organization not recognized or classified by said Wholesalers' Association as a legitimate wholesaler or jobber, and the members from time to time furnished the names of such manufacturers. Upon the receipt of such information the Wholesalers' Association, through its secretary, from time to time wrote to divers of such manufacturers, stating in substance that a certain concern to whom said manufacturer had sold, was selling, or was reported to have sold or to be selling goods was not recognized or classified by the Wholesalers' Association as a legitimate wholesaler or jobber, and protesting against such sale, and suggesting, advising, and demanding that such manufacturer refuse to sell to such concern except at a price in advance of that given to members of said association. If the manufacturer did not

make a satisfactory explanation, or continued to sell to the objectionable concern, the Wholesalers' Association, through its secretary, then wrote to its members giving the name of the offending manufacturer and the name of the objectionable concern to whom such manufacturer had sold, was selling, or was reported to have sold or to be selling goods, and requested each individual member to write a similar letter of protest to the manufacturer and to send to the secretary of said association a carbon copy of such letter and a copy of the manufacturers' reply thereto. In consequence, various manufacturers upon receipt of such communications refused to sell goods to certain of the concerns named in said communications.

(h) Various concerns from time to time classified as wholesalers or jobbers in certain rating books commonly known in the trade as the Red Book and the Black Book, published by the Manufacturing Jewelers' Board of Trade of Providence, Rhode Island, and the National Jewelers' Board of Trade of New York, respectively, wherein the various jewelry concerns located in the various States of the United States are given a financial rating and classified as manufacturers, wholesalers, retailers, etc., in accordance with the nature of their business, were not recognized as legitimate wholesalers by the Wholesalers' Association. Said association, knowing that manufacturers were accustomed to rely on the classification in said books in determining the classification of a particular concern, from time to time and in pursuance of the said combination and conspiracy, requested and urged that the classification of concerns be changed in said Black Book or in said Red Book from that of wholesaler to retailer or other classification, and in consequence such changes in classification from time to time were made, and the concerns whose classification was so changed were thereafter unable to purchase goods directly from divers manufacturers from whom they had theretofore purchased such goods.

(i) Certain of the defendants who were members of the Wholesalers' Association, in pursuance of the said combination and conspiracy, gave to manufacturers orders for goods conditioned upon such manufacturers refusing to sell

goods to certain concerns which were objectionable to said association and to said members.

VII. That said defendants, and each of them, and their officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited directly or indirectly from engaging in or carrying into effect the said combination and conspiracy, hereby adjudged illegal, and from engaging in or entering into any like combination or conspiracy, the effect of which would be to restrain trade or commerce in jewelry and jewelry products among the several States of the United States, or in the District of Columbia, or with foreign nations; and from making any express or implied agreement or arrangement together or one with another, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestrained flow of interstate and foreign trade and commerce in jewelry and jewelry products from the manufacturer to the consumer.

VIII. That said defendants, and each of them, and their directors, officers, agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

(a) To hinder or prevent manufacturers of jewelry and jewelry products from selling or shipping the same in interstate or foreign commerce to any person, firm, corporation, or other organization not a jobber or wholesale dealer in jeweler or jewelry products, or not classified or recognized as such jobber or wholesale dealer by the National Wholesale Jewelers' Association, or not listed as such jobber or wholesale dealer in the so-called Black Book, or Rating Book, published by the Manufacturing Jewelers' Board of Trade of Providence, R. I., or in the so-called Red Book, or Rating Book, published by the National Jewelers' Board of Trade of New York City;

(b) To hinder or prevent manufacturers of jewelry and jewelry products from selling or shipping the same in inter-

state or foreign commerce to retail dealers, department stores, mail-order houses, purchasing syndicates, or any other person or persons desiring to purchase;

(c) To hinder or prevent any person, firm, corporation or other organization from buying jewelry or jewelry products directly from manufacturers;

(d) To hinder or prevent any person, firm, corporation or other organization from buying or selling jewelry and jewelry products from or to whomsoever he, they, or it, may desire;

(e) To purchase jewelry or jewelry products from, or to favor with their custom and patronage, only those manufacturers who agree or who have agreed, directly or indirectly, or whose avowed policy it is, to sell, distribute, or market their products through the medium of the wholesaler or jobber and not directly to retailers, mail-order concerns, department stores, or purchasing syndicates.

IX. That said defendants, and each of them, and their directors, officers, agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other or with others, expressly or impliedly, directly or indirectly—

(a) To boycott or threaten with loss of custom or patronage any manufacturer engaged in interstate or foreign commerce in jewelry or jewelry products for having sold or being about to sell jewelry or jewelry products to retail dealers, department stores, mail-order houses, purchasing syndicates, or to any other person, firm, or corporation not engaged in the wholesale or jobbing jewelry business;

(b) To intimidate or coerce manufacturers or producers of jewelry or jewelry products into selling only to such persons, firms, corporations, or other organizations as are classified or recognized by The National Wholesale Jewelers' Association as legitimate wholesalers or jobbers;

(c) To do, or to refrain from doing, anything, the purpose or effect of which is to hinder or prevent by intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any person, firm, corporation, or other

organization from buying or selling jewelry or jewelry products wherever, whenever, and from whomsoever and at whatsoever price may be agreed upon by the seller and the purchaser.

X. That said defendants, and each of them, and their directors, officers, agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited from publishing or distributing, or causing to be published or distributed, or aiding or assisting in the publication or distribution of—

(a) The names of any manufacturers or any list or lists of manufacturers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, to confine sales of jewelry or jewelry products to persons, firms, corporations, or other organizations engaged in the wholesale and jobbing jewelry business, or who are listed in said Black Book or said Red Book, or any book, pamphlet, or list of like character, as wholesaler or jobbers, or who agree or have agreed expressly or impliedly, directly or indirectly, or whose avowed policy it is not to sell jewelry or jewelry products to purchasing syndicates or to persons, firms, corporations, or other organizations engaged in retailing such commodities, including department stores and mail-order houses;

(b) The names of any wholesalers or jobbers or any list or lists of wholesalers or jobbers who agree or who have agreed, expressly or impliedly, directly or indirectly, to purchase jewelry or jewelry products from, or favor with their patronage and custom only those manufacturers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, to sell, distribute, or market their products through the medium of the wholesaler or jobber, or who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell, distribute, or market their products directly to retailers, department stores, mail-order houses, or purchasing syndicates;

(c) The name of any manufacturers of jewelry or jewelry products who have been or are selling or shipping jewelry

or jewelry products to any person, firm, corporation, or other organization not classified or recognized by said National Wholesale Jewelers' Association as legitimate wholesalers or jobbers or not listed in said Black Book or in said Red Book as wholesalers or jobbers, or the names of any manufacturers from whom any such person, firm, corporation, or other organization has been, is, or is supposed to be receiving jewelry or jewelry products.

XI. That said defendants, and each of them, and their directors, officers, agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

(a) To communicate, directly or indirectly, with any manufacturer, producer, or dealer for the purpose of inducing such manufacturer, producer, or dealer not to sell jewelry or jewelry products to any person, firm, corporation, purchasing syndicate, or other organization not classified or recognized as a wholesaler or jobber by said National Association of Manufacturing Jewelers, or by said National Wholesale Jewelers' Association, or by any other body or person, or in said Black Book or in said Red Book.

XII. The term purchasing syndicate as used in this decree is intended to include both bodies of retailers who purchase their goods through the medium of a common or managing agent and corporations the stockholders of which are retail jewelers.

XIII. That said Wholesalers' Association, its officers and members, and said Manufacturers' Association, its officers and members, are not restrained from maintaining said organizations for social or other purposes not inconsistent with this decree and not in violation of law.

XIV. It is further ordered, adjudged, and decreed that the petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let execution issue.

Dated, New York, January 30, 1914.

WILLIAM H. HUNT,
United States Judge.



UNITED STATES v. AMERICAN CAN COMPANY.

280 Fed. 859.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF MARYLAND.**

In Equity.

**THE UNITED STATES OF AMERICA, PETITIONER,
VS.
AMERICAN CAN COMPANY ET AL.**

DECREE.

This cause having come on for final hearing on the 5th day of October, 1915, and having then been argued by counsel, and thereupon, upon consideration of the argument, pleadings, proofs, and opinion of this court heretofore filed on the 23d day of February, 1916, it is this 7th day of July, 1916, by the said court hereby finally ordered, adjudged, and decreed as follows:

I.

That the defendant, the American Can Company, was organized as a combination to monopolize interstate trade in cans, and to attain the object of monopolizing said trade in interstate cans such trade was unlawfully restrained by it, and by those who formed it and directed its earlier activities, and that some of those individuals who formed it and directed its earlier activities are defendants in this cause and still participate in the management and control of the said defendant, the American Can Company.

II.

That the motion of the said defendant, the American Can Company, that the bill or petition of the United States be dismissed, be, and the same is hereby, denied.

III.

That upon the facts and circumstances shown by the record, as those facts and circumstances are found and set forth in the opinion heretofore filed in this cause on the 23d day of February, 1916, which finding of facts and circumstances is herein adopted as part hereof as fully as if the same were set forth at large herein, a dissolution of the said defendant would be inexpedient, and the motion of the United States for a decree of dissolution be, and the same is hereby, denied, and the said United States not now asking for any relief other than dissolution, no other relief is hereby given.

IV.

That said denial of said demand for dissolution is without prejudice to the right of the said United States hereafter to show in this court, if it be so advised and can do so, by evidence of facts occurring at any time subsequent to the filing of the original petition in this cause that the size and power of the defendant, brought about as by this decree they have been adjudged to have been brought about, are being used to the injury of the public, or that such size and power, without being intentionally so used by said defendant, the American Can Company, have given to the said defendant a domination or control over the can-making and can-selling industry, or over some portion of said industry, so great as to make dissolution or other restraining decree of the court expedient, and without prejudice to the right of the court upon such showing so to decree a dissolution of the said defendant, the American Can Company, or to grant to the United States, the petitioner therein, such other relief as may be right and just.

V.

That for the purposes set forth in the fourth paragraph of this decree, the jurisdiction of this cause is hereby retained.

JOHN C. ROSE,
District Judge.

UNITED STATES v. LEHIGH VALLEY R. CO.

225 Fed. 399.

IN THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK.

In Equity, No. 11-129.

UNITED STATES OF AMERICA, PETITIONER,

vs.

LEHIGH VALLEY RAILROAD COMPANY ET AL., RESPONDENTS.

DECREE. .

This cause came on to be heard at the November term of this court and was argued by counsel and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed that the petition herein be and the same is hereby dismissed.

C. M. HOUGH, D. J.

New York City, February 8th, 1915.

UNITED STATES v. NEW YORK, NEW HAVEN & HARTFORD R. CO.

IN THE DISTRICT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

In Equity No. 11/301.

THE UNITED STATES OF AMERICA, PETITIONER,
vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD
COMPANY AND OTHERS, DEFENDANTS.

DECREE.

This cause came on to be heard at this term and was argued by counsel; and thereupon upon consideration the Court doth find that the defendants The New York, New Haven & Hartford Railroad Company, (hereinafter called the New Haven Company) The New England Navigation Company, (hereinafter called the Navigation Company) the Boston Railroad Holding Company, (hereinafter called the Holding Company) and the Providence & Danielson Railway Company, are parties to combinations in restraint of trade and commerce among the several states and with foreign nations and have attempted to monopolize and now are monopolizing a part of such trade and commerce, consisting of transportation by railroad, trolley lines and steamboat lines within New England, contrary to the Act of Congress of July 2, 1890; and thereupon, the defendants above named consenting thereto, as more fully appears by their written consent on file herein dated the 17th day of October, 1914, it is further ordered, adjudged and decreed:

First. The New Haven Company shall forthwith assign and transfer to Marcus P. Knowlton of Springfield, Henry

winding up thereof and in the sale of said shares including reasonable compensation for their own services, to be determined in case of disagreement by the court.

(b) All sums which shall be due to the holders of the said 28,000 shares of the preferred stock of the Holding Company upon the winding up of its affairs.

(c) The balance of the proceeds to the New Haven Company or its legal representatives or assigns, when and as realized.

E. Until such liquidation and winding up are completed the trustees shall exercise the powers herein given so that the income of the Holding Company shall be applied as received to the payment of the debts and expenses of the Holding Company and the payment of the dividends which from time to time may become due on its stock.

F. If before such sale of the said shares has been completed a reorganization of the Maine Company with or without its leased lines, or any of them, shall be proposed, and under the terms of such reorganization the trustees shall deem it desirable to exchange the shares of the Maine Company, or such as shall remain unsold, for shares or other securities of another corporation, they shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

G. The trustees shall hold the said shares subject to any right of the Commonwealth of Massachusetts, under an act of the legislature passed for the purpose and defining the procedure, with or without previous notice, to take or acquire by purchase or otherwise all or any part of the stock of the Maine Company or of the Holding Company which on the date of such taking or acquisition shall remain subject to sale, paying therefor such sum as shall be agreed upon with the Holding Company or the trustees, or failing such agreement, such sum as shall be determined substantially in the manner provided in Section 7 of Part II of Chapter 463 of the acts of Massachusetts for the year 1906.

H. It appearing that the Holding Company may not in the immediate future have any net income or other funds applicable to the expenses and compensation of the trustees, their employees and counsel, the New Haven Company shall advance not exceeding \$15,000 per year for the payment of any expenses and compensation of the trustees, or their employees and counsel which in the opinion of the trustees should be paid at once.

Second. The New Haven Company forthwith shall assign and transfer to the persons named in the preceding section hereof as trustees, the following shares of corporations the railroad lines of which are leased to the Maine Company, viz:

- 922 shares of capital stock of the Northern Railroad
(of New Hampshire),
- 1,015 shares of capital stock of the Connecticut River
Railroad Company,
- 63 shares of capital stock of the Manchester & Lawrence
Railroad,
- 246 shares of capital stock of the Hereford Railway
Company,
- 2,469 shares of capital stock of the Concord & Montreal
Railroad,
- 184 shares of capital stock of the Vermont & Massachusetts
Railroad Company,
- 193 shares of capital stock of the Lowell & Andover
Railroad Company,
- 412 shares of capital stock of the Boston & Lowell
Railroad Corporation,
- 710 shares of capital stock of the Pemigewassett Valley
Railroad,
- 1,464 shares of capital stock of the Connecticut &
Passumpsic Rivers Railroad Company,
- 73 shares of capital stock of the Upper Coos Railroad,
- 18 shares of capital stock of the Concord & Portsmouth
Railroad,
- 98 shares of capital stock of the Wilton Railroad
Company,

86 shares of capital stock of the Peterborough Railroad,

84 shares of capital stock of The Nashua & Lowell Railroad Corporation, and

854 shares of capital stock of the Massawippi Valley Railway Company.

The trustees shall have the following powers and duties:

A. Until sold as hereinafter provided, they shall hold said shares and exercise all the powers in the management of said corporations which the owners of shares therein are entitled to exercise.

2. They shall sell the said shares, together or in parcels, by public auction or private contract, whenever in their judgment such sale or sales can be made to the best advantage, or, so long as they remain subject to sale, whenever, and upon such terms as the New Haven Company shall request in a writing signed by its president or chairman of the Board of Directors and approved at a meeting by its said Board.

C. The trustees shall exercise their best efforts to complete the sale of said shares before January 1, 1917, and shall cause any of said shares remaining undisposed of sixty (60) days before that date, or such other final date of sale as the court may fix pursuant to section Ninth hereof, to be sold at public auction within such sixty (60) days.

In the discretion of the trustees, options for the purchase of all or parts of the said shares for reasonable times may be given to the Commonwealth of Massachusetts, or to any person or persons who in the judgment of the trustees are endeavoring in good faith to effect a sound and efficient reorganization of the Maine Company, if such options will in the judgment of the trustees facilitate such reorganization and otherwise be consistent with the public interest.

D. Out of the proceeds of such sales the trustees shall pay:

(a) All reasonable expenses incurred in the sale of said shares and in the execution of their powers and duties hereunder, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds of the New Haven Company or its legal representatives or assigns when and as realized.

E. Any dividends which, in the discretion of the directors of the respective companies may be declared and paid to the trustees with respect to shares herein ordered to be transferred or with respect to any other securities received in place thereof as hereinafter provided, shall be paid over as received by the trustees to the New Haven Company or its assigns.

F. If before such sale of the said shares has been completed a re-organization of the Maine Company with or without its leased lines, or any of them, shall be proposed and under the terms of such reorganization it shall be desirable to exchange the shares hereby transferred, or such as shall remain unsold for shares or other securities of another corporation, the trustees shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

Third. The Navigation Company forthwith shall assign and transfer to Walter C. Noyes of Old Lyme, Lyman B. Brainerd of Hartford, Charles Cheney of South Manchester, George E. Hill of Bridgeport and William W. Hyde of Hartford, all in Connecticut, as trustees, 400,000 shares of the capital stock of the Connecticut Company, a corporation of Connecticut.

The trustees shall have the following powers and duties:

A. They shall hold the said shares and exercise all the powers in the management of the Connecticut Company which the owners of the shares therein are entitled to exercise until the said shares shall have been sold as hereinafter provided.

B. They shall sell the said shares at such time or times, together or in parcels, by public auction or private contract, whenever the New Haven Company shall so request or consent, for such prices and upon such terms in all respects (except as provided in paragraph C of this Section) as shall be named by the New Haven Company in a writing

signed by its president or the Chairman of its Board of Directors and approved at a meeting by said Board.

C. The trustees shall exercise their best efforts to complete the sale of the said shares before July 1, 1919, and shall cause any of said shares remaining undisposed of sixty (60) days before that date or such other final date of sale as the Court may fix pursuant to Section Ninth hereof, to be sold at public auction within such sixty (60) days without regard to the provisions in paragraph B of this section for consent or approval by the New Haven Company.

D. Out of the proceeds of such sales the trustees shall pay:

(a) All reasonable expenses incurred in the execution of their powers and duties hereunder and in the sale of the said shares, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds to the Navigation Company or its legal representatives or assigns, when and as realized.

E. If before such sale of the said shares has been completed a reorganization of the Connecticut Company shall be proposed, and under the terms of such reorganization it shall be desirable to exchange the shares in the Connecticut Company, or such as shall remain unsold, for shares or other securities in another corporation, the trustees shall have the right to make such exchange upon such terms and conditions as they shall think proper, and the shares or securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares surrendered.

F. Any dividends which, in the discretion of the directors of the Connecticut Company may be declared and paid to the trustees with respect to said shares and any dividends or interest received by the trustees with respect to any other securities received as hereinbefore provided in place of the said shares, shall be paid over as received by the trustees to the Navigation Company or its legal representatives or assigns.

G. After the said shares of the Connecticut Company shall have been transferred to the trustees, the Navigation

Company shall cause the Housatonic Power Company to make an agreement with the Connecticut Company which shall be satisfactory to the said trustees, and which shall provide for supplying the Connecticut Company with the necessary power to operate its lines to the extent of the Housatonic Power Company's capacity for a period of twenty years upon reasonable terms, and in case the defendants and trustees cannot agree upon such terms the same shall be fixed by order of this court.

H. It appearing that the trustees may not in the immediate future have any net income, or other funds, applicable to the expenses and compensation of themselves, their employees and counsel, the New Haven Company shall advance from time to time such sums for the payment of such expenses and compensation as the trustees shall request, or as shall be fixed by the court in case there is any disagreement between the trustees and the New Haven Company.

Fourth. The New Haven Company forthwith shall assign and transfer to Rathbone Gardner, John O. Ames, John P. Farnsworth, Theodore Francis Green and Charles C. Mumford, all of Providence in Rhode Island, as trustees, 96,855 shares in the capital stock of the Rhode Island Company, a corporation of Rhode Island, and the Navigation Company forthwith shall assign and transfer to the said trustees 9,132 shares in the capital stock of the Providence & Danielson Railway Company, a corporation of Rhode Island, bonds of the said company to the par value of \$600,000, 7,000 shares in the capital stock of the Sea View Railroad Company, a corporation of Rhode Island, and bonds of said company to the par value of \$600,000 (said corporations being hereinafter referred to as the Trolley Companies).

The trustees shall have the following powers and duties:

A. They shall hold said shares and bonds and exercise all the powers in the management of the Trolley Companies which the owners of shares therein are entitled to exercise until the said shares and bonds shall have been sold as hereinafter provided.

B. They shall sell the said shares and bonds at such time or times, together or in parcels, by public auction or private

contract, whenever the New Haven Company shall so request or consent for such prices and upon such terms in all respects (except as provided in paragraph C of this section) as shall be named by the New Haven Company in a writing signed by its president or the Chairman of its Board of Directors and approved at a meeting by said Board.

C. The trustees shall exercise their best efforts to complete the sale of the said shares and bonds before July 1, 1919, and shall cause any of said shares and bonds remaining undisposed of sixty (60) days before that date, or such other final date of sale as the court may fix pursuant to section Ninth hereof, to be sold at public auction within such sixty (60) days without regard to the provisions in paragraph B of this section for consent or approval of the New Haven Company.

D. The trustees shall pay over as received and without deduction to the Navigation Company or its legal representatives or assigns, the interest on, and the full proceeds of the sales of the bonds of the Providence and Danielson Railway Company and the Sea View Railroad Company or of any securities received in place thereof as hereinafter provided and out of the proceeds of the sale of the stocks of said companies and the Rhode Island Company the trustees shall pay:

(a) All reasonable expenses incurred in the execution of their powers and duties hereunder and in the sale of the said shares and bonds, including reasonable compensation for their own services, to be determined in case of disagreement by the Court.

(b) The balance of the proceeds from the sale of the shares of the Rhode Island Company to the New Haven or its legal representatives or assigns, and the balance of the proceeds from the sale of the shares of the two other trolley companies, to the Navigation Company or its legal representatives or assigns, when and as realized.

E. If before such sale of the said shares has been completed a reorganization of the Rhode Island Company or any of said other companies shall be proposed, and under the terms of such reorganization it shall be desirable to ex-

change the shares or bonds of the Rhode Island Company or any of said other companies or such as shall remain unsold, for shares or other securities in another corporation, the trustees shall have the right to make such exchange on such lawful terms and conditions as they shall think proper, and the shares or other securities so received in exchange shall thereafter be subject to the provisions hereof in place of the shares or bonds surrendered.

F. Any dividends on said shares which in the discretion of the directors of the respective companies may be declared and paid to the trustees, and any dividends or interest received by the trustees with respect to any other securities received as hereinbefore provided in place of the said shares or bonds, shall be paid over as received by the trustees to the New Haven Company and the Navigation Company, respectively, or the legal representatives or assigns of each.

G. It appearing that the trustees may not in the immediate future have any net income, or other funds, applicable to the expenses and compensation of themselves, their employees and counsel, the New Haven Company shall advance from time to time such sums for the payment of such expenses and compensation as the trustees shall request, or as shall be fixed by the court in case there is any disagreement between the trustees and the New Haven Company.

Fifth. That the respective bodies of trustees appointed by the preceeding paragraphs at the request of either the New Haven Company or the Navigation Company shall issue to such company or its legal representatives or assigns a negotiable certificate or negotiable certificates of its or their respective beneficial interests in any property held hereunder (either as a whole or in such proportions or parts as such company may request), in such form or forms as respectively each body of trustees shall approve, provided however that such certificates shall not be in any form which may interfere with the sale of the shares or bonds held by them.

Each body of trustees in electing directors of any company which it controls and in all other action shall exercise all the powers herein vested in such body so as to assure for the company or companies which such body controls a management solely in the interest of such company without re-

gard to the interest of the New Haven Company or any other corporation or person but with due regard for the public interest. If deemed desirable by such body it may cause its own members or any of them to be elected directors of any company.

No trustee shall be responsible for any act or default of any other trustee, nor shall be personally liable for any act or thing done in good faith under the advice or in accordance with the opinion previously obtained of any counsel of not less than ten years' standing.

Each body of trustees may exercise its powers by a majority vote of its members at any meeting duly called or by a writing signed by all its members.

They shall make proper rules for calling all meetings and for conducting and recording their proceedings.

When a member of any such body is absent from the United States, or is unfit or incapable of acting, the other members thereof may execute all the powers vested in such body with the same effect as if all had joined therein. Any member of either body, by power of attorneys or otherwise, may delegate to any or all of the other members thereof, for the time being, power to act on his behalf and to use his name in the execution of said powers or any of them, and from time to time may revoke such delegation, provided however that such delegation shall not authorize any act involving the exercise of discretion by the trustees, and no action of any such body shall be valid unless a majority of its members acting in person shall approve the same. No purchaser or other person dealing with any trustee purporting to act during such absence, unfitness, or incapacity of any other trustee or under such delegation of authority from such trustee, as herein provided or authorized, shall be concerned to inquire whether an occasion exists in which such action is authorized or in which such delegation is permitted, or whether such delegated authority is still subsisting.

No purchaser of property or other person dealing with the trustees, or taking any property or acquiring any right by virtue of any act done or authorized by them, shall be obliged to ascertain the occurrence or existence of any event or purpose in or for which such act is herein authorized or di-

rected, or be required to ascertain or be responsible for any violation of the powers or duties herein contained.

In case any trustee shall die, resign, or for any other reason become unable to act, the other members of such body of trustees shall by writing under their hands recommend to the court some other person to act in his place, and the person so recommended shall succeed to and have all the powers and authority herein vested in such trustee if and when the court shall appoint him.

Sixth. The 53,981 shares of the capital stock of the Berkshire Street Railway Company and the 6,500 shares of the capital stock of the Vermont Company owned by the New Haven Company shall be sold before July 1, 1919; provided however such sale shall not be proceeded with until action shall have been taken by the Commonwealth of Massachusetts authorizing a sale of the shares of the Berkshire Street Railway Company or until this court on the application of any party and after a hearing at which the Commonwealth of Massachusetts shall be invited to appear shall by further order so direct. If the Berkshire Street Railway Company shall acquire the securities or properties of the New England Investment & Security Company, then the stocks and other securities of the Berkshire Street Railway Company and the Vermont Company owned by the New Haven Company forthwith shall be vested in three trustees (to be agreed upon by the Attorney General and the New Haven Company or appointed by the Court in case of the failure to so agree) who shall hold and sell the same upon terms and conditions similar to those provided in section Third of this decree in relation to the stock of the Connecticut Company.

Seventh. The Navigation Company shall sell on or before July 1, 1917, 15,000 shares of preferred and 20,000 shares of common stock in the Eastern Steamship Corporation and bonds of said corporation to the par value of \$2,500,000 held by it, and pending such sale the defendants the New Haven Company and the Navigation Company, their officers, directors, agents, and employees are hereby enjoined from voting upon any capital stock of said Eastern Steamship Corporation at any meeting or for any purpose.

Eighth. The New Haven Company shall sell on or before July 1, 1919, 5,000 shares of the capital stock of the New York & Stamford Railway Company and bonds of said company to the par value of \$678,000, the rights to the capital stock and other securities of the Westchester Street Railroad Company when the same may be issued (both corporations of New York), now owned by it, and the Navigation Company shall sell on or before July 1, 1919, the rights to the capital stock and other securities of the Shore Line Electric Railroad Company, a corporation of New York, when the same may be issued, and gold notes of the New England Investment and Security Company, a voluntary association, to the par value of \$13,709,000 now owned by it.

Ninth. The times within which the sales hereinbefore ordered shall be made, may be extended in each case by the court for good cause shown upon the application of any party or any body of trustees, but any such application shall be made not less than four months before the expiration of the period then fixed, except in an unusual emergency, and if any of the stocks or other securities referred to in the Seventh and Eighth sections hereof shall remain unsold sixty (60) days from the expiration of the last period fixed by the court for such sale, they shall be sold within such sixty (60) days at public auction by a master of this court upon such terms and in such manner as it shall by order direct.

Tenth. None of the shares or other securities hereinbefore ordered sold shall be offered to the stockholders of the New Haven Company as a class either in proportion to their stockholdings or otherwise, or be sold to the New Haven Company or to any person or persons, corporation or corporations, to be held in its interest, directly or indirectly, or so as to re-establish in any manner the combination and control which it is the purpose of this decree to terminate.

Eleventh. The trustees, the New Haven Company, the Navigation Company, and the Holding Company, respectively, in connection with every sale by them, shall obtain from the purchaser or purchasers an affidavit in the appropriate one of the forms annexed hereto and marked "Appendix A," and the trustees, the New Haven Company, the Navi-

gation Company, or the Holding Company as the case may be shall file said affidavits with the clerk of the court, at quarterly intervals, together with a report showing the names of the purchasers and the number of shares or other securities sold to each during said period; and from time to time upon request of the Attorney General of the United States they shall furnish him any information which he may require relating to the carrying out of this decree.

Twelfth. It appearing that there is now pending before the Interstate Commerce Commission an application of the New Haven Company under the Act of Congress approved August 24, 1912, known as the Panama Canal Act, for authority to retain stocks and other securities of the New England Steamship Company and the Hartford and New York Transportation Company, the court reserves this matter for further order to be entered after the decision of said commission on said application. Pending such supplemental order the New Haven Company and the Navigation Company, their respective officers, directors, agents, and employees are hereby enjoined from selling or disposing of any of the vessels, wharves, wharfage rights, or other property of the New England Steamship Company or the Hartford and New York Transportation Company and from abandoning or discontinuing any of the lines of the said companies or disrupting existing through routes or joint traffic arrangements hitherto made by the said companies or from otherwise in any manner materially disturbing the present status of the business and properties of the said companies except as may hereafter be authorized by this court. A list of the wharves and wharfage rights referred to in this paragraph of the decree is annexed and marked "Appendix B."

Thirteenth. It appearing that the New Haven Company has cancelled its contract with the New York Central and Hudson River Railroad Company for sharing the financial results of the operations of the Boston & Albany Railroad, and has disposed of its interest in the Merchants & Miners Transportation Company, under circumstances approved by the Attorney General of the United States, it, its directors, officers, agents, and employees are perpetually enjoined from renewing said contract or any other of like purpose and effect

and from again acquiring an interest in the Merchants & Miners Transportation Company, and from again acquiring shares or securities in any of the corporations or associations shares or securities of which have hereinbefore been ordered disposed of.

Fourteenth. Any party may, at any time apply to the court for such additional order or orders as it may deem necessary fully to carry out this decree. All applications by any party for any order or modification as herein provided for shall be upon reasonable notice to the other parties, given according to the rules, and for the purpose of making any such order or modification jurisdiction of the case is retained.

Fifteenth. Marcus P. Knowlton, Henry B. Day, James L. Doherty, Charles P. Hall and Frank P. Carpenter, the trustees referred to in the First and Second sections hereof; Walter C. Noyes, Lyman B. Brainerd, Charles Cheney, George E. Hill and William W. Hyde, the trustees referred to in the Third section hereof; and Rathbone Gardner, John O. Ames, John P. Farnsworth, Theodore Francis Green and Charles C. Mumford, the trustees referred to in Section Fourth hereof, having given their consent, are hereby made parties to this suit and officers of this court for the purpose of carrying this decree into effect.

Sixteenth. The Boston & Maine Railroad having filed a disclaimer, the petition as to it is dismissed, but without prejudice.

Seventeenth. Except where further orders are contemplated by it or may be necessary to carry it into effect, this decree is made as the final and conclusive determination of all the relief against the defendants not dismissed which shall ever be granted to the United States upon the issues presented in this suit.

Eighteenth. The defendants the New Haven Company, the Navigation Company, the Holding Company and the Providence and Danielson Railway Company shall pay the costs of the suit taxable against them.

New York, N. Y., October 17th, 1914.

JULIUS M. MAYER,
U. S. D. J.

"APPENDIX A."

(When purchaser is an individual)

State of _____, County of _____, ss:
 _____ being duly sworn deposes and says:
 (affiant)

That deponent is the bona fide purchaser of _____
 (description of
 _____ in the _____ from the
 shares or other securities) (corporation or association)
 _____, under a decree entered on
 (trustees or defendants as the case may be)

the 17th day of October, 1914, by the District Court of the
 United States for the Southern District of New York in the
 suit of the United States of America against the New York,
 New Haven & Hartford Railroad Company and the New
 England Navigation Company.

That deponent, in making said purchase, is not acting for
 or on behalf of The New York, New Haven & Hartford
 Railroad Company, or in concert, agreement, or understand-
 ing with any other person, firm, or corporation for the con-
 trol of the _____

(corporation or association shares or securities of which purchased)
 in the interest of The New York, New Haven & Hartford
 Railroad Company, but in deponent's own behalf in good
 faith.

Sworn to before me this _____ day
 of _____, 191_____.

(When purchaser is a corporation, joint stock association
 or trust estate)

State of _____, County of _____, ss:
 _____ being duly sworn deposes and says:
 (affiant)

That he is _____ of the _____
 (Officer or Trustee) (corporation, association, or trust

estate) That he represents said _____
 (corporation, association, or trust

estate) in the purchase and knows it to be the bona fide pur-
 chaser in its own proper right of _____

(description of shares or other

securities) in the _____ from the _____
 (corporation or association) (trustees or defend-

ants as the case may be) _____, under a decree entered on the 17th day of

October, 1914, by the District Court of the United States for the Southern District of New York in the suit of the United States of America against The New York, New Haven & Hartford Railroad Company and The New England Navigation Company.

That-----, in making said purchase, is
(purchaser's name)
not acting for or on behalf of The New York, New Haven & Hartford Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the-----
(corporation or association shares or securities of which purchased)
-----in the interest of The New York, New Haven & Hartford Railroad Company, but in its own behalf in good faith.

Sworn to before me this ----- day
of-----, 191-----.

(When purchaser is a partnership)

State of -----, County of-----, ss:

-----being duly sworn deposes and says:
(affiant)

That he is a member of the partnership of-----
(name of partners)

That he represents said partners in the purchase and knows that they are the bona fide purchasers in their own proper right of-----

(description of shares or other securities)
in the-----
(corporation or association)

from the-----under a decree
(trustees or defendants as the case may be)

entered on the 17th day of October, 1914, by the District Court of the United States for the Southern District of New York in the suit of the United States of America against The New York, New Haven & Hartford Railroad Company and The New England Navigation Company.

That said partners in making said purchase, are not acting for or on behalf of The New York, New Haven & Hartford Railroad Company, or in concert, agreement, or understanding with any other person, firm, or corporation for the control of the-----
(corporation or association shares or securities of which purchased)

in the interest of The New York, New Haven & Hartford Railroad Company, but in their own behalf in good faith.

Sworn to before me this-----day of -----
-----, 191-----.

“ APPENDIX B.”

New England Steamship Company's Wharves and Wharfage Rights.

At Bridgeport, Conn.

First Parcel: Beginning at a point in the United States Harbor Line opposite station 2288 plus 62.06 of the monumented center line of the railroad which is in the line of the face of the southerly abutment of the railroad viaduct, thence running westerly about 73 feet on the line of said face of abutment to a point, thence turning and running southerly, parallel with and distant 11 feet westerly from the westerly line of the Pequonnock Dock Freight House for a distance of about 623 feet to a point, thence deflecting westerly and running 93 feet to a point distant 57 feet from the United States Harbor line aforesaid; thence running southerly and parallel with said harbor line 235 feet; thence turning at right angles and running easterly 57 feet to said harbor line; thence running northwesterly on said harbor line about 980 feet to the point of beginning; owned.

Second Parcel: Beginning at the point of intersection of the northerly line of Wall Street with the United States Harbor Line; thence running westerly on said street line about 60 feet to the easterly line of the railroad freight house, thence turning and running northerly on the line of the railroad freight house about 340 feet to the southerly line of Stratford Avenue; thence southerly by said Stratford Avenue about 85 feet to the harbor line aforesaid; thence on said harbor line southerly about 305 feet to the point of beginning; owned.

At Fall River, Mass.

Commencing at the northeast corner of the property leased, being at the northeast corner of the freight house

wharf near the harbor line along the southerly side of Taunton river; thence running southerly along the line of said wharf about one hundred and ninety (190) feet to an angle therein; thence deflecting to the left and continuing southerly on the line of said wharf about two hundred and twenty (220) feet to an angle therein; thence deflecting to the left and running southeasterly on the line of said wharf about seventy (70) feet to a corner; thence deflecting to the left and running northeasterly by line of wharf about one hundred and seventy-five (175) feet to a corner; thence deflecting to the right and running southeasterly by line of wharf about one hundred and ten (110) feet to a corner; thence deflecting to the right and running southwesterly by line of wharf about three hundred and fifty (350) feet to a corner; thence deflecting to the left and running at right angles to the line of wharf southeasterly sixty (60) feet; thence deflecting to the right and running parallel with said wharf line fifteen (15) feet to the southwesterly line of the dock; thence deflecting to the right and running northwesterly along the line of said dock and its extension in line of head of the wharf about one hundred and ninety (190) feet to an angle; thence deflecting to the right and running northwesterly in line of head of the wharf thirty (30) feet to an angle; thence deflecting to the left and running westerly by the head of the wharf thirty-eight (38) feet to a corner; thence deflecting to the right and running northerly by the head of the wharf forty-six (46) feet to a corner; thence turning to the left and running westerly by the head of said wharf eighty-five (85) feet to a corner near the northeasterly corner of the Wharf station of the railroad; thence turning to the right and running northerly sixty-two (62) feet to an angle at southeasterly corner of dock; thence deflecting to the left and running westerly by southerly line of said dock ninety (90) feet; thence deflecting to the right and running northerly in a straight line four hundred and forty-five (445) feet; thence deflecting to the right and running easterly on the line of wharf three hundred and forty-five (345) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New Bedford, Mass.

Commencing at the northwesterly corner of the parcel of land leased at a point which is distant one hundred and forty (140) feet at right angles easterly from the easterly line of Front Street and about seventy-two (72) feet distant at right angles southerly from the southerly line of Union Street, said point being in range with the northerly line of the freight house on the parcel leased; thence running easterly and along the said line of freight house about two hundred and twenty-five (225) feet to a corner; thence deflecting to the right and running southerly by the line of said freight house about fifty (50) feet to a corner; thence deflecting to the left and running easterly by the line of said freight house about one hundred and fifty-five feet to a point; thence deflecting to the left at a right angle to the line of said freight house and running about ten (10) feet to the southwesterly corner of the Fair Haven Ferry Slip; thence deflecting to the right and running easterly by the southerly line of said Ferry Slip about one hundred and sixty-five feet to a corner, being also the northeasterly corner of the wharf or parcel leased; thence deflecting to the right and running southerly by the easterly end of said wharf about one hundred and thirteen (113) feet to a corner; thence deflecting to the right and running westerly by line of said wharf about one hundred and twenty (120) feet to an angle therein; thence deflecting to the left and running westerly by the line of said wharf about two hundred and forty (240) feet to an angle; thence deflecting to the left and running westerly by the line of said wharf about sixty-five (65) feet to an angle; thence deflecting to the right and running westerly by the line of said wharf about one hundred and thirty (130) feet to the head of the dock at a point distant one hundred and eighteen (118) feet at right angles from the easterly line of Front Street aforementioned; and thence deflecting to the right and running northerly in a straight line about one hundred and fifty-five (155) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New Haven, Conn.

Beginning at the southwesterly corner of the parcel, being at a point on the Harbor Commissioner's line at its intersection with the southwesterly corner of "Belle Dock" so-called; thence running northwesterly by said Dock about twenty-three (23) feet to an angle therein; thence running northeasterly about fifty (50) feet by said Dock to an angle therein; thence deflecting and running northerly about thirty-six (36) feet still by said Dock; thence deflecting and running northeasterly about two hundred and forty (240) feet across the wharf to a point in the westerly line of the Causeway leading to Tomlinson Bridge; thence running southerly by said line of said Causeway about fifty-one (51) feet to the southerly line of the Wharf; and thence Westerly by said line of Wharf about three hundred and seven (307) feet to the point of beginning; owned.

At New London, Conn.

Beginning at a point in the westerly line of the Parade Ground, so-called, extended southerly and at its intersection with the southerly line of land owned in common by the New York, New Haven and Hartford Railroad Company and the New London Northern Railroad Company; thence running south 57 degrees east on the line of said Parade Ground extended about 15 feet to a point which is 12 feet northerly from the line of the sea wall in front of the Railroad Station, measured on the line of said Parade Ground extended; thence running southerly on a curved line having a radius of 25 feet a distance of 26.6 feet; thence running S 37 degrees E on the line between land of the releasor and land of the Fishers Island Navigation Company about 180 feet to the southerly line of the wharf; thence turning and running westerly at right angles with said last described line about 25 feet to an angle; thence running northwesterly by the line of said wharf about 80 feet to an angle in said wharf; thence running southwesterly by the line of said wharf about 490 feet; thence running northwesterly at right angles with last described line about 105 feet; thence running northeasterly by said wharf about 285 feet to an angle; thence deflecting to the west and running

northerly by line of said wharf about 165 feet to an angle in said wharf; thence running northeasterly about 235 feet to point of beginning; owned.

At Newport, R. I.

First Parcel. Commencing at the point of intersection of the northerly line of Marsh Street with the Harbor line as established on said harbor line about three hundred and seventy (370) feet to the northwest in the year 1873, thence running northerly corner of the parcel; thence deflecting to the right and running easterly at a right angle from said harbor line about four hundred (400) feet to high water line; thence deflecting to the left and running easterly in a line at right angles to Washington Street about one hundred and ninety-four (194) feet to the westerly line of said street; thence deflecting to the right and running southerly on said street line about three hundred and thirty-six (336) feet to the northerly line of Marsh Street; thence deflecting to the right and running westerly on said line of Marsh Street about six hundred and twenty-four (624) feet to the point of beginning; owned.

Second Parcel. Commencing at the point of intersection of the southerly line of Marsh Street with the harbor line established in the year 1873, being at the northwesterly corner of the parcel leased; thence running easterly on said street line about six hundred and twenty-six (626) feet to the westerly line of Washington Street; thence deflecting to the right and running southerly on said street line about four hundred (400) feet to a point in the northerly line of the dock produced easterly; thence deflecting to the right and running westerly in the northerly line of said dock about six hundred and thirty (630) feet to said harbor line; thence deflecting to the right and running northerly on said harbor line about two hundred and sixty (260) feet to an angle therein; thence deflecting to the right and running northerly on said harbor line about one hundred and fifty-two (152) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

Third Parcel. Commencing at the point of intersection of the westerly line of Washington Street with the northerly

line of Long Wharf, being the southeasterly corner of the parcel leased; thence running westerly on said line of Long Wharf five hundred and thirty-six (536) feet to a corner; thence deflecting to the right and running northerly on the line of said wharf thirty (30) feet to a corner; thence deflecting to the left and running westerly in a straight line seventy (70) feet to the harbor line; thence deflecting to the right and running northerly on said harbor line about three hundred and forty four (344) feet to the northwesterly corner of dock; thence deflecting to the right and running easterly along the line of said dock about three hundred and ninety (390) feet to a corner; thence deflecting to the right and running southerly on the easterly line of said dock about twenty-eight (28) feet to an angle therein; thence deflecting to the left and running southeasterly about fifty-eight (58) feet to angle in said line of dock; thence deflecting to the right and running southerly on the line of said dock about sixteen (16) feet to an angle therein; thence deflecting to the right and running southwesterly on the line of said dock about one hundred and two (102) feet to an angle therein; thence deflecting to the left and running southerly about thirty-six (36) feet to a corner in the southerly line of the dock; thence deflecting to the left and running in line of said dock extended about two hundred and forty (240) feet to the line of Washington Street; thence deflecting to the right and running southerly by said street line about one hundred and forty-six (146) feet to the point of beginning; together with the buildings and improvements thereon standing; leased.

At New York, N. Y.

Piers new 14 and 15, North River.

All that certain wharf property situated on the North River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

1. Pier new 14, North River, near the foot of Fulton street, together with the bulkhead commencing at the property leased to John H. Starin, being at a point about 140 feet south of the southerly side of Pier new No. 14, and ex-

tending to a point about $87\frac{1}{2}$ feet north of the northerly side of the said pier, a distance of about $352\frac{1}{2}$ feet.

2. The bulkhead on the North River extending from the northerly side of the Pier new No. 15 to a point $87\frac{1}{2}$ feet southerly of said pier, and Pier new No. 15, North River, near the foot of Vesey Street, excepting that the lessee shall have no right to the use of any portion of the water on the north side of said pier new No. 15, nor the space occupied by the bell-tower on said pier, which are used by the Hoboken Ferry Company; leased.

Pier No. 40, North River.

All that certain wharf property situated on the North River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Clarkson Street Pier No. 40 as at present extended out to the existing pierhead line, with the shed now on the pier, and with the adjoining half bulkhead on either side of the pier; leased.

Pier new 28, East River.

All that certain wharf property, situated on the East River in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Pier new No. 28, East River, together with $\frac{1}{2}$ the bulkhead between piers new 27 and 28, East River; leased.

South half of bulkhead between piers new 28 & 29.

All that certain wharf property situated on the East River, in the Borough of Manhattan, City of New York, County of New York, and known and described as follows, to wit:

Southerly half of the bulkhead between piers new 28 and new 29, extending from the north side of pier new 28 to the portion of said bulkhead leased to the Central Vermont Railway Company, being a distance of about 83 feet; leased.

Part of pier 70, East River at foot of East 22nd Street in the Borough of Manhattan, City of New York; leased.

At Norwich, Conn.

Commencing at a point distant thirty-eight (38) feet from station 15+55 of the base line of location of the connecting track, so-called, measured on a line at an angle of 51 degrees 30 minutes southeasterly from said base lines tangent produced, and being in range with the westerly side of the freight house of the lessor; thence running southerly on said range about one hundred and sixty-three (163) feet to a point in the northerly line of the wharf at Shetucket River; thence running westerly by said last mentioned line about twenty-three (23) feet to an angle in said wharf; thence running northerly by said wharf about one hundred and forty-one (141) feet to an angle therein; and thence running northeasterly by said wharf about thirty (30) feet to the point of beginning; leased.

At Providence, R. I.

Commencing at the point of intersection of the Harbor Line on east side of Providence River with the southerly line of India Street, thence running easterly on said street line one hundred (100) feet to a corner; thence deflecting and running southeasterly one hundred feet to a point distant seventy-two (72) feet at right angles from said street line; thence deflecting to the right and running southeasterly one hundred and sixty-five (165) feet to a point distant two hundred and twenty-five (225) feet at right angles from said street line; thence deflecting to the right and running southerly about one hundred and thirty-four (134) feet to the Harbor Line at Seekonk River; thence running southerly on said Harbor Line about three hundred and ninety-seven (397) feet to a corner; thence deflecting to the right and running westerly on said harbor line about thirty-eight (38) feet to a corner at Providence River; thence deflecting to the right and running northwesterly on said harbor line on east side of Providence River about one hundred thirty (130) feet to an angle;

thence deflecting to the right and running northwesterly on said harbor line about five hundred and seventy-three (573) feet to the point of beginning; owned.

At Stonington, Conn.

Beginning at a point in the face of the sea-wall on the southerly side "steamboat dock," so-called, which point is two hundred and twenty-five (225) feet, distant from the westerly line of North West Street; thence running northerly on a line two hundred and twenty-five (225) feet from and parallel to the westerly line of North West Street about two hundred and twenty-eight (228) feet to a point ten (10) feet distant from the center of a sidetrack; thence northwesterly ten (10) feet from and parallel with the center of said sidetrack one hundred and fifteen (115) feet; thence Westerly about two hundred and fifteen (215) feet to the face of a sea wall; thence southerly by said sea wall at right angles with last described line about seventy-two (72) feet; thence westerly about one hundred and sixty-five (165) feet to an angle in said wall; thence deflecting still more westerly about two hundred (200) feet to an angle; thence southerly by said wall about fifty (50) feet to an angle; thence southeasterly by said wall and its continuation about ninety (90) feet to the north line of the "Steamboat Dock" so-called; thence easterly by said northerly line of said Steamboat Dock about six hundred and three (603) feet to a point in the face of the wall at the easterly end of the said Dock; thence by said wall southerly about forty-five (45) feet to the place of beginning; owned.

At Watch Hill, R. I.

All that certain land and wharf, situate, lying and being at Watch Hill, in the town of Westerly, County of Washington, and State of Rhode Island, and its appurtenances, and all rights therein and thereunto; owned.

At Wickford Landing, R. I.

Beginning at a point in the northerly face of the Wharf, which point is distant one hundred and twenty-four (124)

feet at right angles from station 180 of the grantor's base line of location; thence running southerly on a line distant one hundred and twenty-four (124) feet from and parallel with said base line of location one hundred and fourteen (114) feet; thence turning at right angles and running easterly about eight (8) feet to a point which is distant six (6) feet from the center of the grantor's sidetrack; thence running southerly parallel with and distant six (6) feet from said center line of sidetrack ninety (90) feet; thence running westerly about ten (10) feet to a point which is distant one hundred and twenty four (124) feet from said base line of location, thence running southerly on a line distant one hundred and twenty-four (124) feet from and parallel with said base line of location one hundred and twenty-six (126) feet; thence running westerly about twenty-two (22) feet to the westerly face of the wharf aforesaid; thence running northerly by said westerly face of the wharf about twenty eight (28) feet; thence westerly at right angles about seven (7) feet; thence northerly on Wickford Harbor about three hundred and one (301) feet to a point on the northerly face of the Dock; and thence easterly by the northerly face of the wharf about twenty-one (21) feet to the place of beginning; owned.

The Hartford and New York Transportation Company's
Wharves and Wharfage Rights.

At Bridgeport, Conn.

Abutting north on land of the Estate of Joel Farist, east on East Main Street one hundred and eighty-five (185) feet, south on land of the Estate of Joel Farist and west on the harbor line; leased.

At East Haddam, Conn.

Parcel "A". Commencing at a point on the easterly bank of the Connecticut River, 209 feet northerly from the southwest corner of said dock, and running thence north 76 de-

grees east 15 feet; thence south 14 degrees E 60.9 feet; thence 76 degrees east 32 feet; thence south 85 degrees 44 minutes east 94 feet; thence south 51 degrees 7 minutes east 78 feet; thence south 42 degrees 46 minutes west 50 feet; thence south 45 degrees 56 minutes west 65 feet; thence south 77 degrees 52 minutes west 85 feet along the north side of the Ferry Slip to the southwest corner of said dock on the east bank of the Connecticut River; thence northerly along the front of said dock and the bank of said River 209 feet to place of beginning; being bounded northerly by other land of the grantor; easterly by other land of the grantor and highway; southerly by the highway and the Ferry Slip; and westerly by the Connecticut River; owned.

Parcels "B" and "C". Bounded north by the highway and Ferry Slip; east by the highway; south by property of William O. Peck, formerly of the grantor and known as the Goodspeed Farm, the line of said south boundary to be drawn from the southwest corner of premises belonging to the heirs of H. A. Bates in a straight line westerly to the Connecticut River, and west by the Connecticut River; together with all the grantor's right, title and interest in and to the above mentioned highways; owned.

At East Hartford, Conn.

Bounded northerly on land of Connecticut River Bridge and Highway District; easterly and southerly on owners unknown; and westerly on Connecticut River and on land of Connecticut River Bridge and Highway District; owned.

At Glastonbury, Conn.

Commencing at a point on the River in line with the northerly boundary of land herein described said point being 50 feet north of the northwest corner of land conveyed to the grantee by the grantor March 20, 1902, and in line with the face of steamboat wharf of the grantee, thence easterly along the line of the grantor 5 rods and 5 links to a mere stone, thence continuing easterly in the same line $7\frac{1}{2}$ rods to a mere stone marking the northeast corner of land conveyed; thence southerly along the line of

other land of grantor 11 rods 7 links to a mere stone marking the southeasterly corner of land heretofore conveyed to the grantee as aforesaid thence continuing southerly along the line of said grantor's land 2 rods, 22 links to mere stone; thence westerly along the line of other land of grantor 6 rods, 13 links to a mere stone, said mere stone being $4\frac{1}{2}$ rods from line of said land of grantee; thence continuing westerly to a point on said Connecticut River in line with the front face of said steamboat wharf; owned.

At Hadlyme, Conn.

Commencing at a point at the southeast corner of said land at the south end of the front embankment wall and running thence northerly under said building by said wall about 150 feet to the northerly end of the wall; thence northerly in a straight line bearing 10 feet west from the southwest corner of stone foundation of the Z. Brockway store building a distance of 246 feet to a point at the ferry slip, thence west by the slip about 60 feet to the front of the dock; thence south by the dock and Connecticut River about 24 rods as far as the dock now extends; thence east about 56 feet to the point of beginning; so that said land shall be bounded north by Ferry Slip, east and south by land of grantor, west by Connecticut River; together with a right of way to pass and repass from said dock across said grantor's land to the highway under and along a road at present defined and used for this purpose; owned.

At Hamburg, Conn.

Beginning at the channel bank of the Connecticut river at a point directly in line with the northerly line of dwelling house occupied by Hermap Thurm, running east in a straight line toward the northwest corner of said house to the road or driveway leading to Ely's meadow, thence southerly by said road 100 feet, thence westerly in a line parallel with the northerly boundary to the said channel bank, thence northerly by said channel bank to the point of beginning; owned.

At Hartford, Conn.

Parcel "A". Abutting northerly on land of Connecticut River Bridge and Highway District 158.1 feet; easterly on Connecticut River about 390 feet; southerly on Grove Street Slip, so-called, about 125 feet; westerly about 415 feet on land of The New York, New Haven and Hartford Railroad Company; owned.

Parcel B. Bounded north by land of The Hartford and New York Transportation Company; east by the Connecticut River; south by land of the Hartford Street Railway Company; west by Hartford and Connecticut Valley Railroad Company; owned.

Parcel C. Bounded northerly by land of Hartford Street Railway Company about 125 feet; easterly by the Connecticut River about 280 feet; southerly by Keeney lane; west by right of way of Valley Division of The New York, New Haven and Hartford Railroad Company; owned.

Parcel "D". Bounded northerly by land of Hartford City Gas Light Company; easterly by Connecticut River; southerly by land of The Hartford and New York Transportation Company and land formerly owned by the Connecticut River Lumber Company; and westerly by right of way of The New York, New Haven and Hartford Railroad Company; owned.

Parcel "E". Bounded northerly by property of The Hartford and New York Transportation Company formerly owned by the Hartford City Gas Light Company; easterly on the Connecticut River; southerly and westerly by land formerly owned by The Connecticut River Lumber Company; owned.

At Middletown, Conn.

Parcel "A". Bounded north by land of The New York, New Haven and Hartford Railroad Company about 120 feet; east by Connecticut River, 340 feet; south on Court Street, 130 feet; west on Water Street, about 350 feet; owned.

Parcel "B". Bounded north by Court Street, about 135 feet; east by Connecticut River, about 260 feet; south by land

DISTRICT COURT OF THE UNITED STATES, SOUTHERN
DISTRICT OF NEW YORK,

In Equity No. 11/301.

THE UNITED STATES OF AMERICA, Petitioner,

vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COM-
PANY AND OTHERS, Defendants.

ORDER.

Upon the written recommendation on file under the hands of Walter C. Noyes, Lyman B. Brainerd, Charles Cheney and George E. Hill, surviving trustees of the capital stock of the Connecticut Company, duly appointed by decree of this Court dated October 17th, 1914, that Leonard M. Daggett, of New Haven, Connecticut, be appointed one of such trustees in place of William Waldo Hyde, deceased, and upon due consideration of the premises

It is ORDERED, That said Leonard M. Daggett be and he hereby is appointed one of the body of trustees created by said decree to hold and dispose of 400,000 shares of the capital stock of the Connecticut Company, a corporation of Connecticut, to act in the place of William Waldo Hyde, deceased, with all the powers and authority heretofore vested in said William Waldo Hyde under and by virtue of said decree.

JULIUS M. MAYER,

United States District Judge.

Dated, December 23rd, 1915.

AT A TERM OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT ROOM THEREOF, IN THE WOOLWORTH BUILDING, IN THE CITY OF NEW YORK, ON THE 15TH DAY OF APRIL, 1918.

Present: Hon. Julius M. Mayer, United States District Judge.

DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF NEW YORK

IN EQUITY No. 11/301.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

ORDER

The parties in this action, represented by their attorneys, having appeared before this Court on this date, and it appearing that the Eastern Steamship Corporation, a portion of whose securities is owned by the Navigation Company, as mentioned in the seventh section of the decree, is in the hands of receivers; that a reorganization of said Corporation is in process through a reorganization committee representing the holders of the bonds of said Corporation; and that it is deemed essential in order to prevent serious loss to the Navigation Company and its stockholders that it participate in said reorganization: and that such participation will tend to facilitate a sale; and due deliberation having been had thereon, now, on motion of Charles M. Sheafe, Jr., Attorney for New York, New Haven and Hartford Railroad Company and New England Navigation Company, and on annexed consent of the petitioner herein:

IT IS ORDERED, That the Navigation Company may participate in said reorganization; may deposit or cause or permit to be deposited its holdings of bonds \$2,500,000 par, in said Corporation with said reorganization committee; may

subscribe not exceeding \$25 per share with respect to the preferred stock of said Corporation held by the Navigation Company, to wit, 15,000 shares, and exchange said preferred stock for 18,750 shares of the preferred stock of the new corporation which is to be formed in pursuance of said reorganization; that the Navigation Company may also exchange its \$2,500,000 par of bonds of said Corporation which it now holds for a like amount of bonds in the new corporation, at least one-half of the bonds so received to be fixed interest bonds and not more than one-half to be income bonds; provided that the Navigation Company shall not participate in said reorganization as to its 20,000 shares of common stock of said Corporation; that there shall be subscribed for by others 18,750 shares of the preferred stock in the new corporation, and at least 20,000 shares of the common stock of the new corporation, both of said classes having equal voting powers, so that in no event shall the Navigation Company interest or voting strength in the new corporation be larger than that which it now has in the Eastern Steamship Corporation; that the stock and securities of the new corporation which may be received by or for the Navigation Company shall be held subject to the same provisions of the decree as now control the present holdings of the Navigation Company in the Eastern Steamship Corporation; and that the participation and exchanges herein authorized shall not be used as a reason for securing additional time beyond that provided by the decree for the carrying out of any portion thereof.

That immediately upon said reorganization and exchanges being effected, the Navigation Company shall file with the Clerk of this Court a statement setting forth the name of the new corporation, the amount and classes of its securities outstanding and the amount of each received by the Navigation Company.

JULIUS M. MAYER,
U. S. District Judge.

The United States assent to the entry of the above order.

FRANK M. SWACKER,
Spl. Asst. to the Atty. Gen'l.

NEW YORK, *Apr. 15, 1916.*

AT A TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT ROOM THEREOF, IN THE POST OFFICE BUILDING, IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK ON THE 3RD DAY OF AUGUST, 1916.

Present: Honorable Julius M. Mayer, United States District Judge.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

The parties in this action, represented by their attorneys, having appeared before this court on this date, and it appearing that since the decree in this case entered on the fifteenth day of April, 1916, The New England Navigation Company has sold \$1,000,000 of the bonds therein mentioned; and it further appearing that doubt exists as to the ability of the proposed corporation to meet a fixed rate of interest on one-half of the bonds to be issued in exchange for the bonds of the present corporation; and due deliberation having been had thereon, now, on motion of Charles M. Sheafe, Jr., Attorney for The New York, New Haven & Hartford Railroad Company and The New England Navigation Company, and on the annexed consent of the petitioner herein, said order is hereby modified as follows:

IT IS ORDERED, That the Navigation Company may participate in said reorganization; may deposit or cause or permit to be deposited its holdings of bonds, \$1,500,000 par, in said corporation with said reorganization committee; may subscribe not exceeding \$25 per share with respect to the preferred stock of said corporation held by the Navigation Company, to wit, 15,000 shares, and exchange said preferred stock for 18,750 shares of the preferred stock of the new corporation which is to be formed in pursuance of said reorganization; that the Navigation Company may also exchange its \$1,500,000 par of bonds of said corporation which it now holds for a like amount of bonds in the new corporation, the bonds so received to be secured by mortgage as

to principal but to be income bonds as to interest; provided that the Navigation Company shall not participate in said reorganization as to its 20,000 shares of common stock of said corporation; that there shall be subscribed for by others 18,750 shares of the preferred stock in the new corporation, and at least 20,000 shares of the common stock of the new corporation, both of said classes having equal voting powers, so that in no event shall the Navigation Company interest or voting strength in the new corporation be larger than that which it now has in the Eastern Steamship Corporation; that the stock and securities of the new corporation which may be received by or for the Navigation Company shall be held subject to the same provisions of the decree as now control the present holdings of the Navigation Company in the Eastern Steamship Corporation; and that the participation and exchanges herein authorized shall not be used as a reason for securing additional time beyond that provided by the decree for the carrying out of any portion thereof.

That immediately upon said reorganization and exchanges being effected, the Navigation Company shall file with the clerk of this Court a statement setting forth the name of the new corporation, the amount and classes of its securities outstanding and the amount of each received by the Navigation Company.

J. M. MAYER,
U. S. D. J.

The United States assent to the entry of the above order.

FRANK M. SWACKER,

Special Assistant to the Attorney General.

Dated, New York City, N. Y., August 3rd, 1916.

AT A TERM OF THE UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT
ROOM THEREOF, WOOLWORTH BUILDING IN THE CITY OF
NEW YORK ON THE 24TH DAY OF AUGUST, 1916.

Present: Honorable Augustus N. Hand, United States Dis-
trict Judge.

UNITED STATES OF AMERICA, PETITIONER,

vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD Com-
pany and others, DEFENDANTS.

In Equity No. 11,801.

Upon the presentation of and reading and filing the peti-
tion of The New York, New Haven and Hartford Railroad
Company, one of the defendants herein, duly verified on the
16th day of August, 1916, and petition of Marcus P. Knowl-
ton, James L. Doherty, Henry B. Day, Charles P. Hall and
Frank P. Carpenter, Trustees appointed by a decree herein
dated October 17th, 1914, duly verified on the 14th day of
August, 1916, and upon the annexed stipulation, it is hereby

ORDERED, that the hearing upon said petitions be con-
tinued and adjourned until the 13th day of October, 1916,
at the call of the General Motion Calendar of this Court on
that day or as soon thereafter as counsel can be heard.

AUGUSTUS N. HAND,

U. S. D. J.

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AT A TERM OF THE UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT
ROOM THEREOF, POST OFFICE BUILDING IN THE CITY
OF NEW YORK ON THE 20TH DAY OF OCTOBER, 1916.

Present: Honorable Julius M. Mayer, United States Dis-
trict Judge.

UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COM-
PANY, AND OTHERS, DEFENDANTS.

In Equity No. 11,801.

Upon the petition of Marcus P. Knowlton, James L. Doherty, Henry B. Day, Charles P. Hall and Frank P. Carpenter, Trustees appointed by the decree herein dated October 17th, 1914, duly verified on the 14th day of August, 1916, and upon the petition of the New York, New Haven and Hartford Railroad Company, one of the defendants herein, duly verified on the 16th day of August, 1916, and upon the annexed stipulation, it is hereby ORDERED

(1) That the time prescribed by said decree of October 17th, 1914, for the performance by said trustees of their duties in reference to the sale and disposition of the shares of the preferred and common stock of the Boston & Maine Railroad described in Paragraph "First" of said decree be now extended from the first day of January, 1917, to the first day of January, 1918.

(2) That the time prescribed in paragraph "Second" of said decree for the sale of the shares therein specified of the stock of corporations, the railroad lines of which are leased to the said Boston & Maine Railroad be now extended from the first day of January, 1917, to the first day of January, 1918.

(3) That this order be without prejudice to the right of the said Trustees or of any other party to this suit to apply for a further extension of time which may be granted for good cause shown, but such application shall be made not

less than four months before the expiration of the period above fixed, except in an unusual emergency.

JULIUS M. MAYER,
U. S. D. J.

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN IN SAID DISTRICT, ON THE 28TH DAY OF SEPTEMBER, 1916.

Present: Honorable Martin T. Manton, U. S. D. J.

THE UNITED STATES OF AMERICA, PETITIONER,
vs.
THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

In Equity No. 11/301.

A motion to amend the decree entered herein October 17th, 1914 having been made by the defendant The New York, New Haven and Hartford Railroad Company by its solicitor, and having come on for hearing this day, and after hearing Charles M. Sheafe, Jr., Esq., in support of said motion and H. Snowden Marshall, Esq., United States Attorney, and Thomas W. Gregory, Esq., Attorney General, having appeared by Frank M. Swacker, Esq., Special Assistant to the Attorney General, assenting thereto, and due deliberation having been had thereon, and upon reading and filing the petition of The New York, New Haven and Hartford Railroad Company, verified the 25th day of September, 1916, and the notice of presentation thereof, and upon all the proceedings heretofore had herein, and it appearing that such petition ought to be granted and that the sale of the property therein referred to will not injuriously affect the steamboat or other business of The Hartford & New York Transportation Company, but will be of advantage to said Com-

pany; now on motion of Charles M. Sheafe, Jr., Esq., solicitor for The New York, New Haven and Hartford Railroad Company, it is

ORDERED that the petition of said The New York, New Haven and Hartford Railroad Company be and it hereby is granted and the decree entered herein on the 17th day of October, 1914, be and it hereby is modified to provide at the foot thereof that The Hartford & New York Transportation Company may sell and convey to The Hartford Electric Light Company that certain parcel of land located in the City of Hartford, State of Connecticut, described as Parcel "E" in "Appendix B" in said decree entered herein October 17th, 1914, and receive in payment for such sale and conveyance the sum of Twenty Thousand (\$20,000.00) Dollars upon the further conditions beneficial to said The Hartford & New York Transportation Company as recited in said petition.

MARTIN T. MANTON,
U. S. D. J.

The United States assent to the above order.

FRANK M. SWACKER,
Spl. Asst. to the Atty. Gen'l.

N. Y., Sept. 28, 1916.

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 25TH DAY OF NOVEMBER, 1916.

Present: Honorable Martin T. Manton, U. S. D. J.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, AND OTHERS, RESPONDENTS.

On reading and filing the annexed consent of the parties and on motion of Charles M. Sheafe, Jr., solicitor for The

New York, New Haven and Hartford Railroad Company, it is

ORDERED, That the order of this Court made and entered herein on the 28th day of September, 1916, amending the decree herein entered on the 17th day of October, 1914, be and it is hereby resettled to read as follows:—

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN, IN SAID DISTRICT, ON THE 28TH DAY OF SEPTEMBER, 1916.

Present: Honorable Martin T. Manton, U. S. D. J.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, DEFENDANTS.

In Equity No. 11/301.

A motion to amend the decree entered herein October 17th, 1914, having been made by the defendant, The New York, New Haven and Hartford Railroad Company by its solicitor, and having come on for hearing this day, and after hearing Charles M. Sheafe, Jr., Esq., in support of said motion and H. Snowden Marshall, Esq., United States Attorney, and Thomas W. Gregory, Esq., Attorney General, having appeared by Frank M. Swacker, Esq., Special Assistant to the Attorney General, assenting thereto, and due deliberation have been had thereon, and upon reading and filing the petition of The New York, New Haven and Hartford Railroad Company, verified the 25th day of September, 1916, and the notice of presentation thereof, and upon all the proceedings heretofore had herein, and it appearing that such petition ought to be granted and that the sale of the property therein referred to will not injuriously affect the steamboat or other business of The Hartford & New York Transportation Company but will be of advantage

to said Company; and it appearing further that petitioner under its mortgage dated May 1st, 1904, to the State Bank, now represented by the State Bank & Trust Company, as successor, is required to use the proceeds of sale of any of its land in purchasing other property; but that said mortgagee is willing to accept, under said mortgage two certain barges herein described in lieu of the proceeds of the proposed sale of land herein provided for; now on motion of Charles M. Sheafe, Jr., Esq., solicitor for The New York, New Haven and Hartford Railroad Company, it is

ORDERED that the petition of said The New York, New Haven and Hartford Railroad Company be and it hereby is granted and the decree entered herein on the 17th day of October, 1914 be and it hereby is modified to provide at the foot thereof that The Hartford & New York Transportation Company may sell and convey to The Hartford Electric Light Company that certain parcel of land located in the City of Hartford, State of Connecticut, described as Parcel "E" in "Appendix B" in said decree entered herein October 17th, 1914, and receive in payment for such sale and conveyance the sum of Twenty-Thousand Dollars (\$20,000.00) upon the further conditions beneficial to said The Hartford & New York Transportation Company as recited in said petition. And it is further

ORDERED that said The Hartford & New York Transportation Company in order to effect the purposes of its petition herein may convey to the said State Bank & Trust Company, as mortgagee under said Hartford & New York Transportation Company's mortgage dated May 1st, 1904, those two certain Barges, namely, H. & N. Y. T. Co. Barge No. 23 of 458 tons, Official No. 163230 enrolled July 2nd, 1913, in Volume 27 at Page 80 of the Records of the Customs at Hartford, Connecticut; also that certain Barge H. & N. Y. T. Co. No. 24 of 458 tons, Official No. 163275 enrolled August 1st, 1913, in Volume 27 at Page 88 of said record. The said two barges are to be so conveyed, and made subject to said mortgage, in lieu of property bought or to be bought by said Hartford & New York Transportation Company out of the proceeds of Twenty Thousand

Dollars (\$20,000.00) derived from the sale of the parcel of land described as Parcel "E" in said petition, and authorized by said order of this Court dated September 28th, 1916, in granting said petition.

MANTON, D. J.

We hereby consent to the entry of the above order without notice.

THE UNITED STATES OF AMERICA,
By FRANK M. SWACKER,

Spl. Asst. to the Atty. Gen'l.

CHARLES M. SHEAFE, Jr.,
*Solicitor for The New York, New Haven
and Hartford Railroad Company.*

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 6TH DAY OF DECEMBER, 1916.

Present: Honorable Martin T. Manton, U. S. D. J.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, AND OTHERS, RESPONDENTS.

On reading and filing the annexed consent of the parties and on motion of Charles M. Sheafe, Jr., solicitor for The New York, New Haven and Hartford Railroad Company, it is

ORDERED, that the order of this Court made and entered herein on the 28th day of September, 1916, amending the decree herein entered on the 17th day of October, 1914, be and it is hereby resettled to read as follows:—

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN, IN SAID DISTRICT, ON THE 28TH DAY OF SEPTEMBER, 1916.

Present: Honorable Martin T. Manton, U. S. D. J.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, DEFENDANTS.

In Equity No. 11/301.

A motion to amend the decree entered herein October 17th, 1914, having been made by the defendant, The New York, New Haven and Hartford Railroad Company by its solicitor, and having come on for hearing this day, and after hearing Charles M. Sheafe, Jr., Esq., in support of said motion and H. Snowden Marshall, Esq., United States Attorney, and Thomas W. Gregory, Esq., Attorney General, having appeared by Frank M. Swacker, Esq., Special Assistant to the Attorney General, assenting thereto, and due deliberation having been had thereon, and upon reading and filing the petition of The New York, New Haven and Hartford Railroad Company, verified the 25th day of September, 1916, and the notice of presentation thereof, and upon all the proceedings heretofore had herein, and it appearing that such petition ought to be granted and that the sale of the property therein referred to will not injuriously affect the steamboat or other business of The Hartford & New York Transportation Company but will be of advantage to said Company; and it appearing further that petitioner under its mortgage dated May 1st, 1904 to the State Bank, now represented by the State Bank & Trust Company, as successor, is required to use the proceeds of sale of any of its land in purchasing other property; but that said mortgagee is willing to accept under said mortgage two certain barges herein described in lieu of the proceeds of the proposed sale of land herein provided for; now on motion of Charles M. Sheafe, Jr., Esq., solicitor for The New York, New Haven and Hartford Railroad Company, it is

ORDERED that the petition of said The New York, New Haven and Hartford Railroad Company be and it hereby is granted and the decree entered herein on the 17th

day of October, 1914, be and it hereby is modified to provide at the foot thereof that The Hartford & New York Transportation Company may sell and convey to The Hartford Electric Light Company that certain parcel of land located in the City of Hartford, State of Connecticut, described as Parcel "E" in "Appendix B" in said decree entered herein October 17th, 1914, and receive in payment for such sale and conveyance the sum of Twenty Thousand Dollars (\$20,000.00) upon the further conditions beneficial to said The Hartford & New York Transportation Company as recited in said petition; and that said The Hartford & New York Transportation Company may also sell and convey to the said Hartford Electric Light Company as a part of the foregoing transaction, a perpetual easement for the construction and maintenance of a road or driveway having a graded surface twenty feet in width across the lands of the petitioner lying northerly of the premises so permitted to be conveyed by this order, and connecting such premises with the lower end of Potter Street in said City and the right to use said road or driveway in common with the grantor, its agents and licensees, together with the right to construct and maintain within the limits of said road or driveway all necessary pipes and conduits; all subject to such terms as may be agreed upon between the said parties in the conveyance of said Parcel "E" and of said easement; and it is further

ORDERED that said The Hartford & New York Transportation Company in order to effect the purposes of its petition herein may convey to the said State Bank & Trust Company, as mortgagee under said Hartford & New York Transportation Company's mortgage dated May 1st, 1904, those two certain Barges, namely, H. & N. Y. T. Co. Barge No. 23 of 458 tons, Official No. 163230 enrolled July 2nd, 1913, in Volume 27 at Page 80 of the Records of the Customs at Hartford, Connecticut; also that certain Barge H. & N. Y. T. Co. No. 24 of 458 tons, Official No. 163275 enrolled August 1st, 1913, in Volume 27 at Page 88 of said record. The said two barges are to be so conveyed, and made subject to said mortgage, in lieu of property bought

or to be bought by said Hartford & New York Transportation out of the proceeds of Twenty Thousand Dollars (\$20,000.00) derived from the sale of the parcel of land described as Parcel "E" in said petition, and authorized by said order of this Court dated September 28th, 1916, in granting said petition.

MARTIN T. MANTON, D. J.

We hereby consent to the entry of the above order without notice.

THE UNITED STATES OF AMERICA,
By FRANK M. SWACKER,
Special Assistant to the Attorney General.
CHARLES M. SHEAFE, Jr.,
*Solicitor for the New York, New Haven
and Hartford Railroad Company.*

AT A TERM OF THE UNITED STATES DISTRICT COURT HELD
IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK AT
THE POST OFFICE BUILDING IN THE BOROUGH OF MAN-
HATTAN IN SAID DISTRICT ON THE 7TH DAY OF OCTO-
BER, 1916.

Present: Honorable Augustus N. Hand, U. S. D. J.

UNITED STATES OF AMERICA, PLAINTIFF,
vs.
THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COM-
PANY AND OTHERS, DEFENDANTS.

Upon reading and filing the petition of the defendant The New York, New Haven and Hartford Railroad Company duly verified on the day of October, 1916, and it appearing that the sale of the property of The New England Steamship Company therein referred to will not injuriously affect the operation or transportation business of the said The New England Steamship Company and that it is to the advantage and benefit of the said The New England Steamship Com-

pany that the sale of the steamers referred to in said petition be consummated; now on motion of Charles M. Sheafe, Jr., solicitor for the defendant The New York, New Haven and Hartford Railroad Company, it is

ORDERED that the petition of the defendant The New York, New Haven and Hartford Railroad Company be and the same is hereby granted and that the decree entered herein on the 17th day of October, 1914, be and it hereby is modified to provide at the foot thereof that The New England Steamship Company may sell to Curtis G. Rorebeck the hulls of the Steamers "Puritan" and "Pilgrim" upon the payment of the sum of \$250,000.00 and that the officers of The New England Steamship Company are hereby authorized to perform all acts and to execute all papers necessary to consummate said sale.

AUGUSTUS N. HAND,
U. S. D. J.

The United States assent to the entry of the above order.

FRANK M. SWACKER,
Special Assistant to the Attorney General.

Dated, New York City, N. Y., October 7th, 1916.

DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

In Equity No. 11-301.

ORDER

Upon the written recommendation on file under the hands of Walter C. Noyes, Charles Cheney and Leonard M. Daggett, surviving trustees of the capital stock of the Connecticut Company, duly appointed by decree of this Court, that Charles G. Sanford, of Bridgeport, in the State of Connecticut, be appointed a trustee of the trust aforesaid to act in the place of George E. Hill, deceased, and that Mor-

gan B. Brainard, of Hartford, in said State, be appointed a trustee of the trust aforesaid to act in the place of Lyman B. Brainerd, deceased, and upon due consideration of the premises

It is ORDERED, That said Charles G. Sanford be and he hereby is appointed one of the body of trustees created by said decree to hold and dispose of 400,000 shares of the capital stock of the Connecticut Company, a corporation of Connecticut, to act in the place of George E. Hill, deceased, with all the powers and authority heretofore vested in said George E. Hill under and by virtue of said decree, and that Morgan B. Brainard be and he hereby is appointed one of said body of trustees to act in the place of Lyman B. Brainerd, deceased, with all the powers and authority heretofore vested in said Lyman B. Brainerd under and by virtue of said decree.

JULIUS M. MAYER,
United States District Judge.

Dated, November 21, 1916.

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURTROOM THEREOF, WOOLWORTH BUILDING, CITY OF NEW YORK, ON THE 7TH DAY OF MARCH, 1917.

Present: Hon. Julius M. Mayer, United States District Judge.

UNITED STATES OF AMERICA, PETITIONER,

vs.

THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

In Equity No. 11-301.

Upon the petition of the New York, New Haven & Hartford Railroad Company and the New England Navigation

Company, defendants herein, duly verified on the fifteenth day of February, 1917, and upon the annexed stipulation,

IT IS HEREBY ORDERED

1. That the time prescribed by the seventh paragraph of the decree of October 17, 1914, herein, for the sale and disposition of the stock and securities of the Eastern Steamship Corporation, or the shares and securities of the Eastern Steamship Lines, Incorporated, to be received by the defendant the New England Navigation Company in lieu thereof, as set forth in said petition, be now extended from the first day of July, 1917, to the first day of April, 1918;

2. That this order be without prejudice to the right of the defendants to apply for a further extension of time which may be granted for good cause shown, but such application shall be made not less than four months before the expiration of the period above fixed, except in an unusual emergency.

JULIUS M. MAYER,
U. S. District Judge.

Dated: New York, March 7th, 1917.

AT A TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURTROOM THEREOF, WOOLWORTH BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 19TH DAY OF APRIL, 1917.

Present: Honorable Julius M. Mayer. United States District Judge.

UNITED STATES OF AMERICA, PETITIONER,

VS.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, THE NEW ENGLAND NAVIGATION COMPANY, AND OTHERS, DEFENDANTS.

In Equity No. 11/301.

On reading and filing the annexed consent of the parties and on motion of Charles M. Sheafe, Jr., attorney for the above named defendants, it is

ORDERED that the decree entered herein October 17th, 1914, and particularly paragraph "Twelfth" thereof, be and the same hereby are amended in that The New England Steamship Company, successor to the defendant, The New England Navigation Company, be and it hereby is authorized to execute and deliver lease, a copy of which is hereto annexed, demising to Hamilton E. Reynolds of New York City, for a term of two years at Fourteen Hundred Dollars (\$1400.00) per year, said lease being terminable by either party on six months written notice, that certain parcel of land containing 2.85 acres, more or less, in the Borough and Town of Stonington, New London County, Connecticut, adjoining the property and steamboat dock of The New York, New Haven and Hartford Railroad Company, all as shown on blueprint attached to said lease.

J. M. MAYER,
U. S. D. J.

AT A TERM OF THE UNITED STATES DISTRICT COURT HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE COURT ROOMS THEREOF, IN THE WOOLWORTH BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 11TH DAY OF OCTOBER, 1917.

Present: Hon. Julius M. Mayer, District Judge.

In Equity, No. 11/301.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

Upon reading and filing a notice of settlement of the order entered herein June 26th, 1917, amending the decree of October 17th, 1914, and upon motion of Charles M. Sheafe, jr., attorney for the defendant-petitioner, the United States not objecting, it is

ORDERED, That the said order entered June 26th, 1917, be and it hereby is resettled, for the purpose of conforming to the relief asked for in the petition, to read as follows:

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE COURT ROOM THEREOF, IN THE POST OFFICE BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 20TH DAY OF JUNE, 1917.

Present: Hon. Julius M. Mayer, District Judge.

In Equity, No. 11/301.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AND OTHERS, DEFENDANTS.

On reading and filing the petition of The New York, New Haven and Hartford Railroad Company, verified June 23rd, 1917, praying for a modification of the decree herein entered on the 17th day of October, 1914, by an order permitting said petitioner to advance to the Berkshire Street Railway Company \$100,000.00 with which to pay off mortgage bonds of the Hoosac Valley Street Railway Company due and payable July 1st, 1917, and it appearing to this court that the said Berkshire Company has no funds with which to pay off said bonds of the Hoosac Valley Street Railway Company, but is responsible for the same by reason of the merger of said Berkshire Company with said Hoosac Valley Street Railway Company on June 30th, 1906, and upon reading and filing the annexed consent of the Attorney General of the United States and of the attorney for said petitioner, and good and sufficient reason appearing therefor, now on motion of Charles M. Sheafe, jr., attorney for petitioner, it is

ORDERED, That the decree herein entered October 17th, 1914, be and it is hereby amended in the following manner:

The New York, New Haven and Hartford Railroad Company, petitioner, be and it is hereby authorized to loan immediately to the Berkshire Street Railway Company \$100,000.00; the said Berkshire Street Railway Company will apply said sum to pay off at their maturity on July 1st, 1917, mortgage bonds of the Hoosac Valley Street Railway Company which company was merged with said Berkshire Company on June 30th, 1906, said merger being subject to said bonds outstanding. Said Berkshire Company will on receipt of said sum from petitioner give to petitioner its promissory note with interest and will furnish security for said

note by pledging with the petitioner an equivalent amount in face value of said refunding bonds, out of the prior issue of mortgage bonds of said Hoosac Valley Street Railway Company maturing in 1924 and held for the purpose of paying off said \$100,000.00 of first mortgage bonds due July 1st, 1917, as recited in said petition. At maturity of said promissory notes, if not promptly and properly paid, said refunding bonds shall, unless otherwise ordered by this court, become the property of the petitioner.

JULIUS M. MAYER,
U. S. D. J.

We hereby consent to the entry of the foregoing order.

CHARLES M. SHEAFE, JR.,
Attorney for Petitioner.

The United States consent to the entry of the foregoing order.

N. Y., June 26th, 1917. FRANK M. SWACKER,
Special Asst. to the Attorney-General."
JULIUS M. MAYER,
U. S. D. J.

The United States consent to the entry of the foregoing order.

New York City, October 11th, 1917.
FRANK M. SWACKER,
Special Assistant to the Attorney-General.

AT A TERM OF THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK, AT THE COURT
ROOM THEREOF, IN THE WOOLWORTH BUILDING, ON THE
11TH DAY OF OCTOBER, 1917.

Present: Hon. Julius M. Mayer, District Judge.

In Equity No. 11/301.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COM-
PANY, THE NEW ENGLAND NAVIGATION COMPANY, IM-
PLEADED, AND OTHERS, DEFENDANTS.

On reading and filing the petition of The New England Steamship Company verified the 31st day of July, asking for

a modification by this court of the decree entered herein October 17th, 1914, by permitting The New England Steamship Company, the petitioner, to discontinue the service to and from Block Island by its steamer "*Block Island*," and after hearing Charles M. Sheafe, jr., attorney for the petitioner in support of said petition and the United States not opposing, and upon due deliberation, it is

ORDERED that the decree entered herein October 17th, 1914, be and it hereby is modified to the extent that the said petitioner, The New England Steamship Company as successor of The New England Navigation Company, one of the defendants herein, be and it hereby is authorized and allowed to discontinue its service by the steamer "*Block Island*" to and from Block Island in Long Island Sound opposite New London, Connecticut.

JULIUS M. MAYER,
D. J.

AT A TERM OF THE UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT
ROOM THEREOF, POST-OFFICE BUILDING, IN THE CITY OF
NEW YORK ON THE FIFTEENTH DAY OF OCTOBER, 1917.

Present: Hon. Julius M. Mayer, United States District
Judge.

In Equity No. 11801.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD
COMPANY, AND OTHERS, DEFENDANTS.

Upon the petition of Marcus P. Knowlton, James L. Doherty, Henry B. Day, Charles P. Hall, and Frank P. Carpenter, trustees appointed by the decree herein dated October 17th, 1914, duly verified on the 13th day of August, 1917, and upon the petition of the New York, New Haven and Hartford Railroad Company, one of the defendants herein, duly verified on the 22nd day of August, 1917, and upon the annexed stipulation, it is hereby ordered,

(1) That the time prescribed by said decree of October 17th, 1914, for the performance by said trustees of their duties in reference to the sale and disposition of the shares of the preferred and common stock of the Boston & Maine Railroad described in paragraph "first" of said decree be now further extended from the first day of January, 1918, to the first day of February, 1919.

(2) That the time prescribed in paragraph "second" of said decree for the sale of the shares therein specified of the stock of corporations, the railroad lines of which are leased to the said Boston & Maine Railroad be now further extended from the first day of January, 1918, to the first day of February, 1919.

(3) That this order be without prejudice to the right of the said trustees or of any other party to this suit to apply for a further extension of time which may be granted for good cause shown, but such application shall be made not less than four months before the expiration of the period above fixed, except in an unusual emergency.

JULIUS M. MAYER.

AT A TERM OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE COURT ROOM THEREOF, IN THE FEDERAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE 5TH DAY OF DECEMBER, 1917.

Present: Hon. Julius M. Mayer, United States District Judge.

In Equity No. 11801.

UNITED STATES OF AMERICA, PETITIONER,

AGAINST

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, THE NEW ENGLAND NAVIGATION COMPANY, AND OTHERS, DEFENDANTS.

The defendants above named, having filed in this court on November 20th, 1917, their petition verified on the same date, in which they pray for a modification of the decree entered herein October 17th, 1914, in such manner as to

extend to April 1st, 1919, or one year, the time in which petitioners shall sell the securities of the Eastern Steamship Lines, Incorporated, the successor of the Eastern Steamship Corporation, and further consideration of such matter having been, by order of this court made and entered November 27th, 1917, duly adjourned to December 5th, 1917, and after hearing the counsel for the petitioners and the special assistant United States attorney, and on reading and filing the annexed consent of the parties and after due deliberation, it is ordered,

1. That the time prescribed by the seventh paragraph of the decree of October 17th, 1914, herein, for the sale and disposition of the stock and securities of the Eastern Steamship Corporation, which stock and securities are now represented by the stock and securities of the Eastern Steamship Lines, Incorporated, as successor to said first named company, as set forth in said petition, be and it hereby is extended from the 1st day of April, 1918, to the 1st day of April, 1919.

2. That this order be and it hereby is made without prejudice to the right of said defendants or any other party in interest to apply for a further extension of time for good cause shown, and such application shall be made in not less than four months before the 1st day of April, 1919, except in an unusual emergency.

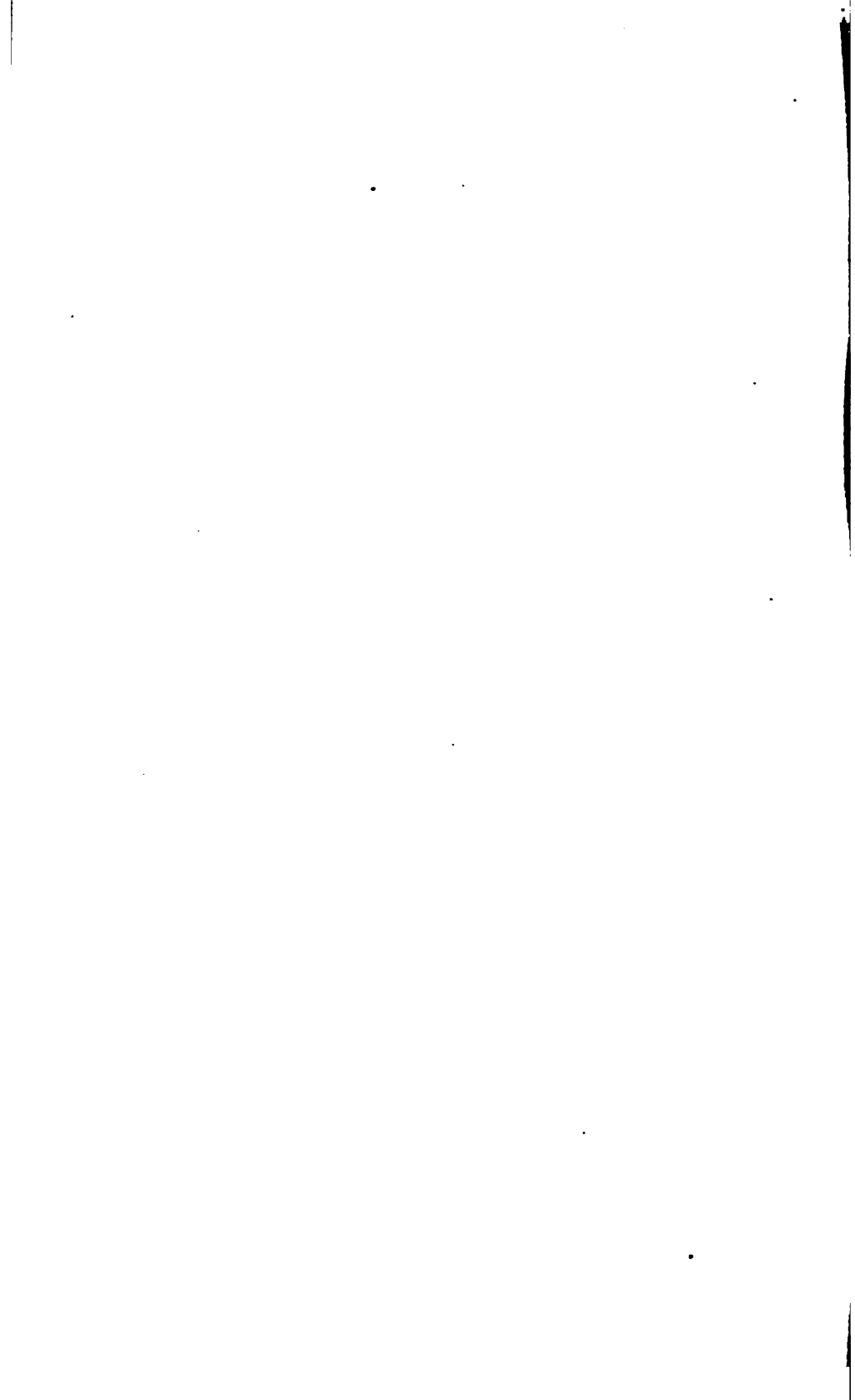
JULIUS M. MAYER,
United States District Judge.

The United States assent to the entry of the above order.

FRANK M. SWACKER,
Special Assistant to the Attorney General.

The petitioners consent.

CHARLES M. SHERAF, Jr.,
Solicitor.



UNITED STATES v. S. F. BOWSER & CO.

In Equity, No. 117.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF INDIANA.

UNITED STATES OF AMERICA, PETITIONER,

vs.

S. F. BOWSER & CO. (INC.), SYLVANUS F. BOWSER, ALLEN A.
BOWSER, HARRY M. BOWSER, CHARLES A. DUNKELBERG,
ALBERT S. BOWSER, ALBERT Z. POLHAMUS, HERBERT J.
GROSVENOR, SYLVANUS F. BECHTEL, WALTER G. ZAHRT,
AND LELAND F. JOHNSON, DEFENDANTS.

FINAL DECREE.

This cause coming on to be heard on the 10th day of June in the year 1915, before Honorable Albert B. Anderson, United States judge for the district of Indiana; and the petitioner, the United States of America, appearing by its United States attorney; and the several defendants appearing by W. J. Vesey and E. G. Hoffman, their solicitors, who now file a duly certified copy of a resolution of the board of directors of the defendants, S. F. Bowser & Co., in the words and figures following, to wit:

**MEETING OF THE BOARD OF DIRECTORS OF S. F.
BOWSER & CO. (INC.).**

Meeting held at the officer of the company, June 9, 1915. Present, S. F. Bowser, A. A. Bowser, H. M. Bowser, A. Z. Polhamus, S. B. Bechtel, C. A. Dunkelberg, H. J. Grosvenor, W. G. Zahrt, A. S. Bowser.

S. F. Bowser presided as president and A. B. Bowser acted as secretary of the meeting.

Mr. Polhamus offered the following resolution and moved its passage:

"Whereas, there is about to be filed in the District Court of the United States, for the District of Indiana, an action by the United States of America against this company and others appearing for an injunction against this company restraining it from doing or performing the things mentioned in a draft of a decree submitted to this board by W. J. Vesey, attorney, and,

Whereas, it is desired to avoid litigation and the expense thereof incident to the trial of an action in said cause even though the allegations of the bill filed therein shall be untrue. Now, therefore, be it

Resolved, by this Board of Directors, That E. G. Hoffman and W. J. Vesey, attorneys, are hereby authorized to appear for this company in said District Court and to file for this company such answer or pleading as to them may seem best, and to consent to such decree in said action as may be approved by C. A. Dunkelberg, the treasurer of this company."

Which resolution, being duly seconded by S. B. Bechtel, was duly put and voted for and carried unanimously. There being no further business before the board, the meeting adjourned.

I, A. S. Bowser, hereby certify that I am secretary of S. F. Bowser & Co. (Inc.), and that the foregoing is a true and complete copy of the minutes of the meeting of said board of directors held at this company's offices on the 9th day of June, 1915.

A. S. BOWSER. [SEAL.]

and said other defendants by their solicitors as aforesaid also file their written consent to this decree, in the words and figures following, to wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF INDIANA.

In Equity. No. 117.

UNITED STATES OF AMERICA, PETITIONER,

VS.

S. F. BOWSER & COMPANY (INC.), SYLVANUS F. BOWSER, ALLEN A. BOWSER, HARRY M. BOWSER, CHARLES A. DUNKELBERG, ALBERT S. BOWSER, ALBERT Z. POLHAMUS, HERBERT J. GROSVENOR, SYLVANUS B. BECHTEL, WALTER G. ZAHRT AND LELAND F. JOHNSON.

To E. G. Hoffman and W. J. Vesey, Attorneys.

We, the undersigned, each hereby authorize you, or either of you to appear for us as our attorneys in the above entitled action and consent to the entry of such decree therein as may be consented to by A. C. Dunkelberg.

SYLVANUS F. BOWSER,
ALLEN A. BOWSER,
HARRY M. BOWSER,
CHARLES A. DUNKELBERG,
ALBERT S. BOWSER,
ALBERT Z. POLHAMUS,
HERBERT J. GROSVENOR,
SYLVANUS J. BECHTEL,
WALTER G. ZAHRT,
LELAND F. JOHNSON,

By C. A. DUNKELBERG.

which written consent is now approved by the defendant, Charles A. Dunkelberg, in open court, and all of said defendants by their solicitors as aforesaid, in accordance with the terms and conditions of said resolution and consent, now waive the issuance and service of process herein, and it ap-

pearing to the court that it has jurisdiction of the subject matter alleged in the petition, and the petitioner through its counsel having moved the court for an injunction against the defendants in accordance with the prayer of the petition, and the court having heard and duly considered the statements of counsel for the respective parties, and it appearing to the satisfaction of the court that the petitioner is entitled to the relief hereinafter granted and adjudged, and the several defendants, through their solicitors, now and here consenting to the entry of this final decree:

It is, therefore, on motion of the petitioner, ordered, adjudged, and decreed as follows:

First. That the defendants, S. F. Bowser & Co. (Incorporated), Sylvanus F. Bowser, Allen A. Bowser, Harry M. Bowser, Charles A. Dunkelberg, Albert S. Bowser, Herbert J. Grosvenor, Albert Z. Polhamus, Sylvanus F. Bechtel, Walter G. Zahrt, and Leland F. Johnson, have been and are engaged in a combination to restrain and in an attempt to monopolize interstate trade and commerce in pumps, tanks, and outfits for the storage and handling of gasoline and other inflammable liquids, in violation of sections 1 and 2 of the act of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" (26 Stat., 209), by the means hereinafter enjoined.

Second. That the defendants, and each of them, and their officers, agents, and employees, and all persons authorized to act or acting for or in behalf of any of the defendants, be, and they are hereby, jointly and severally enjoined as follows:

(a) From making or causing to be made to customers or prospective customers of competitors, false representations concerning the standing, financial or otherwise, or the business methods of such competitors, with the purpose or intent to injure such competitors in their business; and from making any false representations concerning the quality of pumps, tanks, or outfits manufactured by competitors, or the ability of such pumps, tanks, or outfits to meet the requirements of the National Board of Fire Underwriters.

(b) From bringing or threatening to bring suit against competitors, their customers or prospective customers, upon the claim known to be false or not believed in good faith to be well founded, that the products of such competitors are an infringement of the patent rights of defendants.

(c) From hiring, bribing, or employing architects, fire marshals, insurance representatives, or municipal officers or employees, to use their influence in promoting the sale of defendants' products, or in preventing the sale of the products of competitors.

(d) From procuring detectives, agents, or representatives to enter into or take employment in the factories, buildings, shops, or offices of competitors, without their consent, for the purpose of obtaining information concerning their business.

(e) From inducing or hiring draymen, railroad employees, or other persons, to obtain from shipments made by competitors, or from other sources, the names and addresses of their customers; except that the traveling salesmen of defendants, in making reports of prospective customers upon whom they have called, or employees engaged to make canvasses for the purpose of ascertaining the names and addresses of prospective customers, may report the name of the pump, tank, or outfit owned by such prospective customer, if the purpose in so doing is not to injure in any manner the business of a competitor.

(f) From securing or attempting to secure, or bring about in any manner, the cancellation of orders taken or sales made by competitors, or interfering in any way with contracts entered into by competitors with purchasers of their pumps, tanks, or outfits.

(g) From promising or agreeing to indemnify customers or prospective customers of competitors against losses from litigation or otherwise, on condition that they cancel their contracts with such competitors.

(h) From reducing the prices of pumps, tanks, or outfits below the cost of production, or giving them away, in order to prevent sales by competitors; or discriminating in prices between different persons or localities with the purpose or intent thereby to destroy or injure the business of a competitor.

(i) From inducing or hiring salesmen, agents, or other employees of competitors to leave their employment and enter into the employment of defendants; but nothing in this section shall prevent defendants from hiring salesmen, agents, or other employees of competitors who shall have left, without any inducement from defendants, their employment and shall have applied to defendants for situations.

(j) From committing or causing to be committed any other similar acts of unfair competition the purpose or effect of which shall be to injure or destroy the business of any competitor, to substantially lessen competition in or otherwise restrain interstate trade or commerce in pumps, tanks, or outfits, or tend to create a monopoly therein in favor of defendants.

Third. That jurisdiction of this cause be and is hereby retained for the purpose of enforcing this decree, or for the purpose of enabling the parties to apply to the court for modification hereof if it be thereafter shown to the satisfaction of the court that by reason of changed conditions or changes in the statute law of the United States, the provisions hereof have become inadequate, inappropriate, or unnecessary to maintain competitive conditions in interstate trade or commerce in pumps, tanks, or outfits, or have become unduly oppressive to the defendants and are no longer necessary to secure or maintain competitive conditions in such interstate and foreign trade.

Fourth. That the United States recover from defendants its costs herein expended, the same to be taxed by the clerk of this court, and have execution therefor.

A. B. ANDERSON, *Judge*.

UNITED STATES v. UNITED SHOE MACHINERY CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF MISSOURI.**

UNITED STATES OF AMERICA, PETITIONER,

VS.

UNITED SHOE MACHINERY COMPANY ET AL., DEFENDANTS.

ORDER GRANTING TEMPORARY INJUNCTION.

The petitioner having applied for a preliminary injunction to restrain the defendants from doing certain acts during the pendency of the suit, a notice to said defendants of said application being necessary, it is for good cause shown by the petition and affidavits on file hereby ordered by the court that the defendants, and each of them, be temporarily restrained from enforcing or attempting to enforce, either directly or indirectly, any of the lease clauses complained of in the petition until said application can be heard; that said application be set down for hearing on the 27th day of October, 1915, at 10 a. m., or as soon thereafter as the court can hear the same, in the United States District Court room, Post-Office Building, St. Louis, Mo.; and that the petitioner give notice forthwith of the date of hearing, to which notice must be attached a copy of the petition in this case.

Done at St. Louis, Mo., this 18th day of October, 1915,
at 3 o'clock p. m.

By the court:

(Signed)

DAVID P. DYER,
Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF MISSOURI.

THE UNITED STATES OF AMERICA, PLAINTIFF,

VS.

UNITED SHOE MACHINERY COMPANY (OF MAINE), UNITED
SHOE MACHINERY CORPORATION, UNITED SHOE MACHINERY
COMPANY (OF NEW JERSEY), SIDNEY W. WINSLOW, LOUIS
A. COOLIDGE, HAROLD G. DONHAM, EDWARD N. CHASE, ED-
WARD P. HURD, ELMER P. HOWE, WILLIAM BARBOUR,
GEORGE W. BROWN, GEORGE E. KEITH, JOHN H. HANAN,
HENRY P. ENDICOTT, EDMUND LEB. GARDNER, JOSEPH C.
KILHAM, RUDOLPH MATZ, CHARLES G. RICE, JOHN H. CON-
NOR, ALFRED R. TURNER, WALLACE F. ROBINSON, SAMUEL
WEIL, AND WILLIAM WOODWARD, DEFENDANTS.

PRELIMINARY INJUNCTION.

This cause coming on to be heard upon the application of the plaintiff for a preliminary injunction, the verified petition and the affidavits presented by the plaintiff and the defendants, was, after argument by counsel for the respective parties, submitted to the court, and the court being now fully advised in the premises finds, orders, and adjudges as follows, that is to say:

1. That immediate and irreparable injury, loss, and damage would result to the public if the defendants and each of them were not enjoined, and justice requires that the defendants and each of them be enjoined, from enforcing, attempting, or threatening to enforce, either directly or indirectly, any of the tying clauses attached to the petition as Exhibits 1 to 12, inclusive, or any clause or clauses of similar purpose or import, appearing in the leases, as defined in the petition, under which the defendants have rented, or otherwise put out shoe machinery for use by shoe manufacturers or others, and from enforcing, attempting, or threatening to enforce, either directly or indirectly, any similar clause or clauses in any lease or leases of like character hereafter made by said defendants, or any one of them, pending the final determination of this action.

Wherefore, the said defendants and each of them are hereby restrained and enjoined until the final determination of this action from enforcing, attempting, or threatening to enforce, either directly or indirectly, any clause or provision in any lease made heretofore or which shall be made hereafter by the defendants, or any one or more of them, under which they, or any one of them, have leased or otherwise put out, or shall hereafter lease or otherwise put out, to shoe manufacturers, or others, a shoe machine, or shoe machinery of any kind or description which provides in terms or in effect,

(a) That the leased machine or machines shall not, nor shall any part thereof, be used in the manufacture or preparation of any footwear, or portions thereof, which have been or shall be operated upon in whole or in part by any machine or machines not held by the lessee under lease from the lessor; or which provides in terms or in effect,

(b) That if at any time the lessee shall fail or cease to use exclusively the machine or machines held by him under lease from the lessor for the work for which it, or they, are designed and intended, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith, by notice in writing, any or all leases or licenses of like machines then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of such machines shall thereupon revert in the lessor free from all claims and demands whatsoever; or which provides in terms or in effect,

(c) That the lessee shall obtain from the lessor, exclusively, all the duplicate parts, extras, mechanisms, and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall also purchase from the lessor exclusively at the prices from time to time established by the lessor, all supplies, including

string nail, tack strips, and other fastening material used in connection with the leased machinery; or which provides in terms or effect,

(d) That the leased machinery shall be used only in the manufacture or preparation of reinforced insoles which embody the inventions patented in Letters Patent of the United States of America No. 849,245, dated April 2, 1907, owned by the lessor, for use in welted boots, shoes, and other footwear known in the trade as Goodyear welts, which have been or are to be welted wholly by Goodyear welt and turn shoe machines or Goodyear Universal inseam sewing machines held by the lessee under lease from the lessor, and the soles of which have been or are to be attached to their welts wholly by Goodyear outsole rapid lockstitch machines held by the lessee under lease from the lessor, or for use as insoles or soles of turned boots, shoes, and other footwear known in the trade as Goodyear turns, the soles of which have been or are to be attached to their uppers by Goodyear welt and turn shoe machines or Goodyear Universal inseam sewing machines held by the lessee under lease from the lessor, and in the manufacture or preparation of such patented insoles (or soles) the lessee shall use the principal machinery leased to its full capacity so far as the lessee uses reinforced insoles (or soles) in the manufacture of such footwear; that the auxiliary machinery leased shall be used only in the manufacture or preparation of said patented insoles (or soles) which have been or are to be reinforced wholly by an Economy insole reinforcing machine leased or held by the lessee under other lease and license from the lessor; that the lessee is licensed under Letters Patent of the United States No. 849,245, dated April 2, 1907, to manufacture by the use of the principal machinery leased during the continuance in force of the lease and license the patented insoles covered by said letters patent and to use such patented insoles so made by the lessee in the manufacture of welted or turned boots, shoes, or other footwear which have been or are to be manufactured as provided in the foregoing paragraph; or which provides in terms or in effect,

(e) That in case the lessee has more work of the kind which can be performed by any of the machines leased

by the lessor than the capacity of such machinery will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional machinery from the lessor, then the lessor may, if it so elects, cancel forthwith the lease and any other lease of like machinery then in force between the lessor and the lessee, whether as the result of assignment or otherwise; or which provides in terms or in effect,

(f) That in case the lessee, at any time, shall have in his factory more machines adapted for doing the same work as any machine or machines leased than in the opinion of the lessor are sufficient for performing the work which the lessee has in his factory, based upon the capacity of such machines and the number and kind of boots, shoes, and other footwear made by the lessee for any period of twelve (12) consecutive months next preceding, the lessor may, at its option, upon thirty (30) days' notice in writing to the lessee, terminate the lease and license in respect to such of the said machines as in the opinion of the lessor are unnecessary; or which provides in terms or in effect,

(g) That if any breach or default shall be made in the observance of any one or more of the conditions contained in any lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all other leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor; or which provides in terms or in effect,

(h) That the lessee shall pay to the lessor for work done in whole or in part by a machine or machines not procured from the lessor; or which provides in terms or in effect,

(i) That the lessee shall pay a greater sum for work done by a machine or machines procured from the lessor upon footwear which has or shall be operated upon in whole

or in part by a machine or machines not procured from the lessor than for similar work done upon footwear which has not nor shall be operated upon in whole or in part by a machine or machines procured from others than the lessor; or which provides in terms or in effect,

(j) That the lessee shall pay ten (10) per cent or any other per cent in excess of the prices to be established from time to time by the lessor for like material to be used by lessees who shall agree not to use machinery leased to them in the manufacture of boots or shoes which are operated upon by machines other than those leased from the lessor.

Done at St. Louis this 12th day of November, 1915.

By the court.

DAVID P. DYER, *Judge*.

UNITED STATES CIRCUIT COURT OF APPEALS, EIGHTH
CIRCUIT.

No. 4617, May term, 1916.

UNITED SHOE MACHINERY COMPANY AND OTHERS,
APPELLANTS,

v.

UNITED STATES OF AMERICA.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF MISSOURI.

This cause having been called in its regular order came on to be heard upon the motion of appellee, the United States of America, for an order to strike out certain parts of the printed record and for a dismissal of this appeal and upon the brief of appellants, United Shoe Machinery Company, opposing the motion of appellee, and was argued by counsel, and submitted to the court, Mr. Constantine J. Smyth appearing in support of said motion and Mr. C. A. Severance and Mr. Charles F. Choate, jr., opposing.

On consideration whereof, it is now here ordered by this court that the said motion to strike out certain parts of the printed record and to dismiss the appeal be, and the same is hereby, denied.

Whereupon counsel for the Government announces in open court that the Government abandons its right to a preliminary injunction upon the averments in the petition in this cause and consents that the order of preliminary injunction appealed from may be reversed without prejudice to its (the United States of America's) rights on the merits, to which counsel for appellants do not consent.

Therefore, in pursuance of the foregoing, it is now here ordered, adjudged, and decreed by this court, that the order granting a preliminary injunction in this cause be, and the same is hereby, reversed without prejudice to the rights of the Government on the merits and without costs to either party in this court.

Approved, May 1, 1916.

WILLIAM C. HOOK,
Presiding Judge.

**UNITED STATES v. SOUTHERN PACIFIC CO., CENTRAL
RY. CO. ET AL.**

**IN THE DISTRICT COURT OF THE UNITED STATES, DIS-
TRICT OF UTAH.**

UNITED STATES OF AMERICA, PETITIONER,

VS.

**SOUTHERN PACIFIC COMPANY, CENTRAL PACIFIC RAILWAY
COMPANY, ET AL., DEFENDANTS.**

No. 8575. In Equity. No. 420.

DECREE.

Upon final hearing of this cause it is adjudged and de-
creed that the petition of the petitioner United States of
America be dismissed for want of equity.

WALTER H. SANBORN,
Circuit Judge.

WILLIAM C. HOOK,
Circuit Judge.

Received, filed and entered in Minute Book on this 9th
day of March, 1917.

JOHN W. CHRISTY, Clerk.



**UNITED STATES v. NATIONAL ASS'N OF MASTER
PLUMBERS.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE WESTERN DISTRICT OF PENNSYLVANIA.**

UNITED STATES OF AMERICA, PETITIONER,

v.

**NATIONAL ASSOCIATION OF MASTER PLUMBERS OF THE UNITED
STATES ET AL., DEFENDANTS.**

Equity No. 151.

FINAL DECREE.

The United States of America, having filed its petition herein on the 19th day of May, 1917, and all the defendants having duly appeared by Clark McKercher, Esquire, and George H. Calvert, Esquire, their solicitors of record, and answered, and the cause being now at issue on the petition and answers:

Now comes the United States of America, by Edwin Lowry Humes, its attorney for the Western District of Pennsylvania, and Lincoln R. Clark, Special Assistant to the Attorney General of the United States, and come also all the defendants herein by their solicitors, as aforesaid; and it appearing to the court that the allegations of the petition state a cause of action against the defendants under the provisions of the Act of July 2, 1890, known as the Anti-Trust Act, and that it has jurisdiction of the subject matter alleged in the petition; and the petitioner having moved the court for an injunction against the defendants as hereinafter decreed; and the court having duly considered the pleadings and the statements of counsel for the respective parties; and it appearing to the satisfaction of the court that the petitioner is entitled to the relief here-

inafter granted and adjudged; and all the defendants, through their said solicitors, now and here consenting to the rendition and entering of the following decree:

Now, therefore, it is ordered, adjudged and decreed as follows:

I. That the term "plumbing goods" as used in this decree embraces all fixtures for use in connection with plumbing work and intended to be connected with (to) water and sewer systems, and includes, among others, such articles as iron, lead and brass pipes and fittings, bath tubs, lavatories, water-closets, faucets, and other accessories; and that a master plumber, as the term is herein used, is one who undertakes the work of contracting for, superintending or directing the installation of plumbing goods.

II. That in the year 1908 divers persons who were then engaged as retail dealers in and installers of plumbing goods, and who were located and doing business in various States of the United States, organized and caused to be organized the defendant National Association of Master Plumbers of the United States, hereafter referred to as the National Association, for the purposes, among others, of becoming members thereof and of thereby mutually recognizing each other as master plumbers; of causing the National Association so organized to adopt certain by-laws and prescribe certain standards of eligibility for membership under which membership in the National Association should be confined exclusively to persons, firms and corporations recognized and classified by the National Association as master plumbers and to affiliated and subordinate associations of recognized master plumbers; of causing all members of the National Association to look upon master plumbers satisfactory to the National Association as the sole legitimate retail dealers in and installers of plumbing goods, of causing them to be so regarded and dealt with by all other persons, and particularly of preventing, by cooperation among themselves and by joint and united effort, all manufacturers of and wholesale dealers in plumbing goods from selling, shipping or distributing plumbing goods in interstate commerce to any one not recognized and classified by the National Association as a master plumber.

III. That the defendant National Association, for the purpose, among others, of preventing manufacturers of and wholesale dealers in plumbing goods from selling, shipping or distributing plumbing goods directly to consumers or to any one else, whether dealer or installer, not recognized and classified by the National Association as a master plumber, adopted certain by-laws and prescribed certain standards, by virtue of which the members of the National Association were to confine their purchases of plumbing goods solely to those manufacturers and wholesale dealers who should sell, ship and distribute plumbing goods exclusively to persons, firms and corporations recognized and classified by the National Association as master plumbers, thereby hindering and preventing manufacturers and wholesale dealers from selling, shipping or distributing plumbing goods directly to consumers, or to retail dealers or installers not recognized and classified by the National Association as master plumbers.

IV. That thereafter and prior to the time of the filing of the petition herein all of the other defendants, both associations and individuals, became members of the National Association either directly or through one or another of the defendant State and local associations, all of which are affiliated with and members of the National Association, and thereby became parties to the combination and conspiracy now adjudged illegal by this decree.

V. That the National Association and its constituent member associations, both State and local, particularly—

Master Plumbers Association of Connecticut, Inc.,
 Master Plumbers Association of the State of Georgia,
 Illinois Master Plumbers Association,
 The Indiana State Association of Master Plumbers,
 Iowa Master Plumbers Association,
 Kansas Master Plumbers Association,
 The Montana Master Plumbers Association,
 New York State Association of Master Plumbers,
 Associated Master Plumbers of Texas,
 Wisconsin Master Plumbers Association,
 Alabama Master Plumbers Association,
 The Association of Master Plumbers of the State of
 Arkansas,

State Association of Master Plumbers of California,
 Colorado Master Plumbers Association,
 Master Plumbers Association of Wilmington, Delaware,
 Master Plumbers Association of Washington, District of
 Columbia,

Florida State Association of Master Plumbers,
 State Association of Master Plumbers of Kentucky,
 The State Association of Master Plumbers of the State of
 Maine,

The Association of Master Plumbers of the State of
 Maryland,

The Massachusetts Association of Master Plumbers,
 The Michigan State Association of Master Plumbers,
 The Minnesota Master Plumbers Association,
 Missouri State Association of Master Plumbers,
 Nebraska Master Plumbers Association,
 Master Plumbers Association of Manchester, New Hamp-
 shire,

The New Jersey Association of Master Plumbers,
 The North Carolina Association of Master Plumbers,
 Ohio State Association of Master Plumbers,
 Oregon Master Plumbers Association,
 The Pennsylvania State Association of Master Plumbers,
 Rhode Island Master Plumbers Association,
 South Carolina State Association of Master Plumbers,
 Tennessee Association of Master Plumbers,
 Association of Master Plumbers of Utah,
 Master Plumbers Association of Roanoke, Virginia,
 Association of Master Plumbers of the State of Washing-
 ton, and

Master Plumbers Association of the State of West Vir-
 ginia, comprising all the defendant associations, voluntary
 and corporate; and also all the individual defendants,
 namely,

David H. Roberts, individually and as president, director
 and member of National Association,

L. McNamara, individually and as vice president, director
 and member of National Association,

Eb. Ellen, individually and as secretary, director and
 member of National Association,

William McCoach, individually and as treasurer, director and member of National Association;

James S. Cassedy,

A. Selden Walker,

John Trainor,

E. D. Hornbrook,

William F. Eckart,

A. C. Eynon,

John L. Robertson,

Henry Green,

Alexander Coleman,

Frank B. Lasette,

W. S. Loftis, individually and as directors and members of National Association;

Raymond P. Reeves,

B. J. Dunn,

John Hokom,

J. F. Wallace,

William P. Kirk,

L. M. Roberts,

Alexander B. Lee,

Bernard Gause,

William J. Wooley,

J. H. Fenton,

O. J. M. Williams,

George Blame,

T. W. Kerrigan,

August V. Eidman,

William A. Bradford,

James A. O'Neil,

W. W. Hughes,

A. A. Zertanna,

J. M. McElroy,

A. J. Weyant,

Joseph A. Sprouls,

Jerre L. Murphy,

J. Ed. Albright,

Arthur W. Reynolds,

H. C. Claussenius,

Edward D. Van Denberg,

Edward Barry,
 A. D. Palmer,
 Robert H. McGinn,
 A. Collman,
 Charles J. Higson,
 L. L. Lent,
 J. R. Shanklin, and

Edmund Grassler, individually and as State presidents and members of National Association, and as members, representatives and officers of their respective State associations; and

Harry F. Mellon,
 F. W. Quinter,
 Gardner E. Marston, and

A. J. Kennard, individually and as members of National Association, and as representatives, officers and members of their respective local associations affiliated with National Association, at and within the Western District of Pennsylvania, prior to and at the time of the filing of the petition herein, had been and were engaged in a combination and conspiracy to restrain interstate and foreign trade and commerce of the United States in plumbing goods, in the manner and by the means described in the petition, and that the combination and conspiracy now exists and is in violation of the Act of Congress approved July 2, 1890 (26 Stat. 209), entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

VI. That the objects of the combination and conspiracy, each and all of which are hereby adjudged to be in violation of the Anti-Trust Act of July 2, 1890, have been—

(a) To secure to the defendants a monopoly of the trade and commerce among the several States and Territories of the United States and in the District of Columbia which consists in the purchase of plumbing goods produced and sold, or held for sale, distribution or shipment by manufacturers or wholesale dealers (except purchases made by wholesalers from manufacturers), and to monopolize the retail sale and distribution of plumbing goods.

(b) To cause master plumbers recognized and classified as such by defendant National Association to be regarded and treated by manufacturers, wholesale dealers and others

engaged in any branch of the plumbing industry, and by the consuming public, as the only legitimate retail dealers in and distributors of plumbing goods, and to hinder and prevent all persons, firms and corporations engaged or desirous of engaging in the plumbing industry as master plumbers or installers of plumbing goods, and proper to be known and dealt with as such, but who are not members of defendant National Association or any of its member associations, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia.

(c) To hinder and prevent all persons, firms and corporations engaged or desirous of engaging in the business of a retail dealer in plumbing goods, but who are not members of the National Association or any of its member associations, and who are not recognized or classified by the National Association as master plumbers, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia from manufacturers or wholesale dealers or from anyone else; that is to say, to prevent all retail dealers not members of the National Association or any of its member associations from purchasing plumbing goods for the retail trade.

(d) To hinder and prevent all persons, firms and corporations engaged or desirous of engaging in the plumbing industry as retail dealers, and proper to be known and dealt with as such whether or not they be also engaged as master plumbers or installers of plumbing goods, but who are not members of the National Association or any of its member associations, from being recognized and dealt with as legitimate retail dealers in, or purchasers and sellers of plumbing goods, by defendant National Association and its members, or by manufacturers, wholesale dealers or others engaged in any branch of the plumbing industry, or by consumers.

(e) To restrict the demand and curtail the field of plumbing goods produced or held for sale by manufacturers and wholesale dealers to purchases made by those retail dealers only who are recognized by the National Association as master plumbers and who are purchasing such goods to be thereafter resold and installed by themselves as master plumbers.

(f) To hinder, prevent and dissuade manufacturers and wholesale dealers engaged, or desiring to engage, in selling, shipping or distributing plumbing goods in interstate commerce or in the District of Columbia from selling, shipping or distributing such goods directly to consumers or to retail dealers or others not recognized or classified as master plumbers by defendant National Association; that is to say, to hinder, prevent and dissuade manufacturers and wholesale dealers from selling, shipping or distributing plumbing goods to any one not a member of the National Association or any of its member associations.

(g) To hinder and prevent consumers from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia directly from the manufacturer or wholesale dealer or from any one else save retail dealers who are recognized and classified as master plumbers by defendant National Association; that is to say, from any one save members of the National Association or its member associations.

(h) To eliminate all competition for trade in the purchase and sale of plumbing goods in interstate and foreign commerce and in the District of Columbia, except competition between manufacturers selling to wholesale dealers, and between manufacturers and wholesale dealers selling to persons, firms and corporations recognized and classified as master plumbers by the National Association.

VII. That among the means and methods adopted and used by the defendants for the purpose of carrying the combination and conspiracy into effect, and accomplishing the objects thereof, which means and methods are hereby adjudged to be in violation of the Anti-Trust Act of July 2, 1890, were the following:

(a) The defendant associations and their directors, officers, committees and members have from time to time held meetings, conventions and conferences for the purpose and with the effect of bringing about concert of action and uniformity of practice among the defendants in the accomplishment of the objects hereinbefore adjudged illegal.

(b) The defendant associations, through their directors, officers, committees, members and agents, have from time to time ascertained the names of manufacturers and wholesale

dealers who were selling, shipping or distributing plumbing goods directly to consumers or to retail dealers or others not recognized and classified by the National Association as master plumbers, and have from time to time protested to the manufacturers and wholesale dealers whose names were thus ascertained, and have circulated the names of such offending manufacturers and wholesale dealers amongst the members of defendant associations and endeavored by means of boycotting and by actual or threatened withdrawal of patronage or custom to induce such manufacturers and wholesale dealers to discontinue sales directly to consumers or to retail dealers or others not recognized and classified by the National Association as master plumbers; and the members of the defendant associations have been concertedly conducting their business strictly upon a plan involving the purchase by them of plumbing goods only from manufacturers and wholesale dealers who agree or have agreed, or whose avowed policy it is, to sell exclusively to members of defendant associations and to refrain from selling plumbing goods to consumers, retail dealers or others who are not members of any of said associations.

(c) The defendant associations, their directors, officers, committees, and members, cooperating among themselves, have from time to time compiled and published lists of manufacturers and wholesale dealers recognized by the defendants as conducting their several businesses in accord with the dictates and objects of the defendants, and especially have from time to time printed and published lists of such manufacturers and wholesale dealers in the form of a pamphlet commonly known as the "Brown Book"; and have caused such lists to be distributed and circulated among the several members of the defendant associations with the purpose and effect of notifying them severally and collectively to confine their custom and patronage to the manufacturers and wholesale dealers whose names appeared therein, and to refrain from purchasing plumbing goods from all other persons, firms, or corporations.

(d) The defendant associations, their directors, officers, committees, and members, cooperating among themselves, have from time to time compiled and published lists of

persons, firms and corporations recognized and classified by the National Association as master plumbers, and especially have from time to time printed and published lists of such persons, firms and corporations in the form of a book commonly known as the "Red Book," and have caused such lists to be distributed and circulated among the members of the several defendant associations with the purpose and effect of causing them concertedly to hinder and prevent all other persons, firms and corporations than those appearing in such lists as recognized master plumbers from purchasing or obtaining plumbing goods from the manufacturers and wholesale dealers therein, and from selling or distributing plumbing goods to consumers; and have likewise caused such lists to be distributed and circulated among manufacturers of and wholesale dealers in plumbing goods with the purpose and effect of notifying them to sell plumbing goods only to the persons, firms and corporations whose names appeared in such lists as master plumbers recognized as such by the National Association.

(e) The defendant associations, their directors, officers and members have established and maintained a system of espionage over the business of manufacturers and wholesale dealers and over the business of non-member retail dealers, master plumbers and others, and have systematically gathered and disseminated among themselves information touching acts of such manufacturers and wholesale dealers, and of such non-member retail dealers, master plumbers and others, which were not in accord with the above described unlawful objects of the combination and conspiracy, particularly information touching sales of plumbing goods by manufacturers and wholesale dealers to consumers and non-member retail dealers, master plumbers and others, and touching purchases and installations of plumbing goods by consumers and non-member retail dealers, master plumbers and others; and the members of said associations, by agreement among themselves and with the purpose and effect, among others, of hindering and preventing consumers from purchasing or obtaining plumbing goods from anyone but the members of the defendant associations, have concertedly refused to sell any plumbing goods which they do not severally and separately install, and concertedly refused to

install any plumbing goods which they do not severally and separately sell.

VIII. That the defendants, and each of them, and their members, directors, officers, agents, servants and employes, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained and prohibited from directly or indirectly engaging in or carrying into effect the combination and conspiracy hereby adjudged illegal; from entering into or engaging in any like combination or conspiracy the effect of which would be to restrain trade and commerce in plumbing goods among the several States or Territories of the United States or in the District of Columbia, or with foreign nations, and from making any express or implied agreement or arrangement together or one with another, or with others, or extending from the National Association downward to its constituent member associations or from any or all of the constituent member associations upward to the National Association, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestrained flow of interstate and foreign trade and commerce in plumbing goods from the manufacturer and wholesale dealer to the consumer, or from the manufacturer and wholesale dealer to the retail dealer, master plumber or installer, or from the retail dealer, master plumber or installer to the consumer.

IX. That the defendants, and each of them, and their members, directors, officers, agents, servants and employes, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be and they are hereby perpetually enjoined, restrained, and prohibited from pursuing any of the objects, or employing any of the means and methods, hereinbefore enumerated and adjudged illegal; and in particular from combining, conspiring, confederating or agreeing with each other or one with another, or with others, expressly or impliedly, directly or indirectly, or doing any act or thing in pursuance or execution of any such combination, conspiracy, confederation, or agreement—

(a) To monopolize trade or commerce among the several States and Territories of the United States or with foreign

nations or in the District of Columbia in the purchase of plumbing goods for the retail trade.

(b) To hinder or prevent any person, firm, or corporation engaged or desirous of engaging in the plumbing industry as a master plumber or installer of plumbing goods, but who is not a member of defendant National Association or any of its member associations, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia.

(c) To hinder or prevent any person, firm, or corporation engaged or desiring to engage in the business of a retail dealer in plumbing goods, but who is not a member of the National Association or any of its member associations, or who is not recognized or classified by it as a master plumber, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia from the manufacturers of or wholesale dealers in plumbing goods or from anyone else.

(d) To restrict the demand for or to curtail the field of plumbing goods produced or held for sale by manufacturers or wholesale dealers to purchases made by retail dealers who are recognized by the defendant associations as master plumbers, or who purchase plumbing goods to be thereafter resold and installed by themselves as master plumbers.

(e) To hinder, prevent or dissuade manufacturers or wholesale dealers engaged or desiring to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia from selling, shipping or distributing such goods directly to consumers or to retail dealers or to others not recognized or classified as master plumbers by defendant associations.

(f) To hinder or prevent consumers from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia directly from the manufacturer or wholesale dealer or from anyone else selling or desiring to sell plumbing goods to consumers.

(g) To eliminate competition for trade in the purchase and sale of plumbing goods in interstate or foreign commerce or in the District of Columbia.

(h) To boycott or threaten with loss of custom or patronage any manufacturer or wholesale dealer engaged or desir-

ing to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia, for having sold or being about to sell plumbing goods directly to consumers or to retail dealers or others who are not members of any of defendant associations or recognized or classified by them as master plumbers.

(i) To intimidate or coerce manufacturers or wholesale dealers into selling plumbing goods only to such persons, firms or corporations as are classified or recognized by defendant associations as master plumbers or as legitimate purchasers of plumbing goods.

(j) To do or to refrain from doing any thing, the purpose or effect of which would be to prevent or hinder by intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any person, firm or corporation from buying or selling plumbing goods in interstate or foreign commerce or in the District of Columbia, where-soever, whensoever, from or to whomsoever or at whatsoever price may be agreed upon between the seller and the purchaser.

(k) To communicate, directly or indirectly, with any manufacturer, wholesale or retail dealer or other person, firm or corporation, for the purpose of inducing such manufacturer, wholesale or retail dealer or other person, firm or corporation not to sell plumbing goods to any person, firm or corporation not recognized or classified by the defendants as a legitimate purchaser of plumbing goods.

(l) To communicate, directly or indirectly, with any dealer or master plumber for the purpose of inducing such dealer or master plumber not to purchase plumbing goods, or not to favor with his patronage or custom, any manufacturer of or dealer in plumbing goods because of the practice of such manufacturer or dealer in selling or not selling plumbing goods to any certain class of customers.

X. That the defendants, and each of them, and their members, directors, officers, agents, servants and employees, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be and they are hereby perpetually enjoined, restrained and prohibited from

publishing or distributing or causing to be published or distributed, or aiding or assisting in the publication or distribution of—

(a) The names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, to confine sales of plumbing goods to persons, firms or corporations recognized or classified by the defendants as master plumbers or as legitimate purchasers of plumbing goods, or listed as such in the hereinbefore described "Red Book," or in any book, pamphlet, list or device of like character; or the names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell plumbing goods to consumers or to persons, firms or corporations not included in said Red Book or other list of like character.

(b) The names of any manufacturers of or wholesale dealers in plumbing goods, or any list or lists of such manufacturers or wholesale dealers, who have been or are selling, shipping or distributing plumbing goods to any person, firm or corporation not classified or recognized by defendants as a master plumber or legitimate purchaser of plumbing goods, or to any person, firm or corporation not listed in said "Red Book" or any book, pamphlet or list of like character, or similar device, as master plumbers, or the names or any list thereof, of any manufactureres or wholesale dealers from whom any such person, firm or corporation has been, or is supposed to be, receiving plumbing goods.

(c) The names of any persons, firms or corporations, or any list or lists thereof, who agree or have agreed, expressly or impliedly, directly or indirectly, to purchase plumbing goods from or to favor with their patronage or custom only those manufacturers and wholesalers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell, ship or distribute plumbing goods directly to consumers or to persons, firms or corporations not approved by the defendants.

(d) The names of any persons, firms or corporations, or any list or lists thereof, engaged or desirous of engaging in

the plumbing business as master plumbers or as retail dealers in plumbing goods who are not satisfactory to the defendants or recognized or classified by them as legitimate purchasers of plumbing goods from wholesale dealers or manufacturers.

XI. That defendant National Association of Master Plumbers of the United States, its officers and members, and defendant State and local associations, and all their officers and members, are not restrained from maintaining said organizations for social or legitimate trade purposes, not inconsistent with this decree and not in violation of law; nor are they restrained from publishing and distributing lists of the members of their associations in furtherance of the legitimate purposes thereof, provided that in so doing the effect shall not be to accomplish any of the objects condemned by this decree.

XII. It is further ordered, adjudged and decreed that the petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let an execution issue.

Dated at Pittsburgh, Pennsylvania, this 19th day of May, 1917.

Per Curiam.

(d) Joint operation and cooperation with other similar associations and the exchange of black lists and other information;

(e) Furnishing of information to lumber credit agencies touching the status of various persons, firms or corporations, whether they should be classed as retailers, cooperative yards, consumers, or otherwise;

(f) Publication, alone or in cooperation with other similar associations, of a handbook for the lumber trade, containing among other things a list of manufacturers who sold to consumers direct, and other "unethical" dealers;

(g) Formation of the Lumber Secretaries' Bureau of Information for the purpose of cooperation between the different associations of retail lumber dealers, in carrying out the aims and purposes above enumerated.

IV. Northwestern Lumbermen's Association is a voluntary membership association having as members retail lumber dealers in Minnesota, Iowa, North Dakota, South Dakota, and Nebraska. Among its unlawful activities was the use of the "customers lists," a plan originating with the Secretaries' Bureau and adopted by them, as follows: Hollis, secretary, or any other secretary, would send a circular letter at the beginning of each year to all of the members of his association, asking for a list of wholesalers or manufacturers with whom the retailer dealt and in reference to whom the retailer desired to be kept informed. Upon receiving such lists the information was rearranged and compiled upon a card index, so as to show the customers of the various manufacturers and wholesalers in the territory covered by the association, and by exchange of lists of information upon this card index would be extended, so as to cover the territory of other associations.

Information was then obtained by the secretary of the association as to irregular or unethical shipments of such wholesalers or manufacturers. The two principal sources of such information to the secretary were communications from the members of the association as to irregular or unethical sales which came to their notice in their vicinity and reports by detectives hired by the association from time to time to make investigation and report to the secretary.

Upon receipt of such information, Hollis, secretary, would notify customers of the offending wholesaler or manufacturer in regard to the specific unethical or irregular sale. Whether such notice by the secretary should be sent to a few or to many of the customers of this offending wholesaler or manufacturer rested in the discretion of the secretary. In one extreme instance it was sent to 1,200 customers. The customers receiving such information would then at their own discretion take up the matter with the offending wholesaler or manufacturer, protesting against such unethical or irregular shipments.

V. The Lumber Secretaries' Bureau of Information embraced a membership of the secretaries of the various retail lumber dealers associations (among them Northwestern Lumbermen's Association), who represented the associations. Its activities consisted of:

1. The publication of a bulletin, or report, containing information theretofore gathered and assembled with reference to manufacturers and wholesale dealers who were supplying the so-called "poachers," who were selling direct to consumers, and shipping to customers at points where the said poachers had no yards and who were considered as peddlers; and the manufacturers and wholesalers who shipped direct to consumers. The method of compilation and use of the bulletin or report was as follows: A retail lumber dealer learning of a sale by a wholesaler to a consumer, made complaint in writing to the secretary of the association to which the retailer belonged. The secretary thereupon investigated, ascertained the facts in regard to the complaint, and submitted his report to the board of directors of the Lumber Secretaries' Bureau of Information. The latter determined whether the matter should be reported in the next issue of the bulletin, and instructed the secretary accordingly. The bulletin when issued was distributed among all of the members of the several associations.

2. To cooperate with Eastern States Retail Dealers' Association, an eastern organization corresponding to Lumber Secretaries' Bureau of Information.

3. To approve and recommend to the several retail associations the plan of use of "customers' lists."

nations or in the District of Columbia in the purchase of plumbing goods for the retail trade.

(b) To hinder or prevent any person, firm, or corporation engaged or desirous of engaging in the plumbing industry as a master plumber or installer of plumbing goods, but who is not a member of defendant National Association or any of its member associations, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia.

(c) To hinder or prevent any person, firm, or corporation engaged or desiring to engage in the business of a retail dealer in plumbing goods, but who is not a member of the National Association or any of its member associations, or who is not recognized or classified by it as a master plumber, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia from the manufacturers of or wholesale dealers in plumbing goods or from anyone else.

(d) To restrict the demand for or to curtail the field of plumbing goods produced or held for sale by manufacturers or wholesale dealers to purchases made by retail dealers who are recognized by the defendant associations as master plumbers, or who purchase plumbing goods to be thereafter resold and installed by themselves as master plumbers.

(e) To hinder, prevent or dissuade manufacturers or wholesale dealers engaged or desiring to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia from selling, shipping or distributing such goods directly to consumers or to retail dealers or to others not recognized or classified as master plumbers by defendant associations.

(f) To hinder or prevent consumers from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia directly from the manufacturer or wholesale dealer or from anyone else selling or desiring to sell plumbing goods to consumers.

(g) To eliminate competition for trade in the purchase and sale of plumbing goods in interstate or foreign commerce or in the District of Columbia.

(h) To boycott or threaten with loss of custom or patronage any manufacturer or wholesale dealer engaged or desir-

ing to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia, for having sold or being about to sell plumbing goods directly to consumers or to retail dealers or others who are not members of any of defendant associations or recognized or classified by them as master plumbers.

(i) To intimidate or coerce manufacturers or wholesale dealers into selling plumbing goods only to such persons, firms or corporations as are classified or recognized by defendant associations as master plumbers or as legitimate purchasers of plumbing goods.

(j) To do or to refrain from doing any thing, the purpose or effect of which would be to prevent or hinder by intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any person, firm or corporation from buying or selling plumbing goods in interstate or foreign commerce or in the District of Columbia, where-soever, whensoever, from or to whomsoever or at whatsoever price may be agreed upon between the seller and the purchaser.

(k) To communicate, directly or indirectly, with any manufacturer, wholesale or retail dealer or other person, firm or corporation, for the purpose of inducing such manufacturer, wholesale or retail dealer or other person, firm or corporation not to sell plumbing goods to any person, firm or corporation not recognized or classified by the defendants as a legitimate purchaser of plumbing goods.

(l) To communicate, directly or indirectly, with any dealer or master plumber for the purpose of inducing such dealer or master plumber not to purchase plumbing goods, or not to favor with his patronage or custom, any manufacturer of or dealer in plumbing goods because of the practice of such manufacturer or dealer in selling or not selling plumbing goods to any certain class of customers.

X. That the defendants, and each of them, and their members, directors, officers, agents, servants and employees, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be and they are hereby perpetually enjoined, restrained and prohibited from

publishing or distributing or causing to be published or distributed, or aiding or assisting in the publication or distribution of—

(a) The names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, to confine sales of plumbing goods to persons, firms or corporations recognized or classified by the defendants as master plumbers or as legitimate purchasers of plumbing goods, or listed as such in the hereinbefore described "Red Book," or in any book, pamphlet, list or device of like character; or the names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell plumbing goods to consumers or to persons, firms or corporations not included in said Red Book or other list of like character.

(b) The names of any manufacturers of or wholesale dealers in plumbing goods, or any list or lists of such manufacturers or wholesale dealers, who have been or are selling, shipping or distributing plumbing goods to any person, firm or corporation not classified or recognized by defendants as a master plumber or legitimate purchaser of plumbing goods, or to any person, firm or corporation not listed in said "Red Book" or any book, pamphlet or list of like character, or similar device, as master plumbers, or the names or any list thereof, of any manufactureres or wholesale dealers from whom any such person, firm or corporation has been, or is supposed to be, receiving plumbing goods.

(c) The names of any persons, firms or corporations, or any list or lists thereof, who agree or have agreed, expressly or impliedly, directly or indirectly, to purchase plumbing goods from or to favor with their patronage or custom only those manufacturers and wholesalers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell, ship or distribute plumbing goods directly to consumers or to persons, firms or corporations not approved by the defendants.

(d) The names of any persons, firms or corporations, or any list or lists thereof, engaged or desirous of engaging in

the plumbing business as master plumbers or as retail dealers in plumbing goods who are not satisfactory to the defendants or recognized or classified by them as legitimate purchasers of plumbing goods from wholesale dealers or manufacturers.

XI. That defendant National Association of Master Plumbers of the United States, its officers and members, and defendant State and local associations, and all their officers and members, are not restrained from maintaining said organizations for social or legitimate trade purposes, not inconsistent with this decree and not in violation of law; nor are they restrained from publishing and distributing lists of the members of their associations in furtherance of the legitimate purposes thereof, provided that in so doing the effect shall not be to accomplish any of the objects condemned by this decree.

XII. It is further ordered, adjudged and decreed that the petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let an execution issue.

Dated at Pittsburgh, Pennsylvania, this 19th day of May, 1917.

Per Curiam.

(f) To hinder, prevent and dissuade manufacturers and wholesale dealers engaged, or desiring to engage, in selling, shipping or distributing plumbing goods in interstate commerce or in the District of Columbia from selling, shipping or distributing such goods directly to consumers or to retail dealers or others not recognized or classified as master plumbers by defendant National Association; that is to say, to hinder, prevent and dissuade manufacturers and wholesale dealers from selling, shipping or distributing plumbing goods to any one not a member of the National Association or any of its member associations.

(g) To hinder and prevent consumers from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia directly from the manufacturer or wholesale dealer or from any one else save retail dealers who are recognized and classified as master plumbers by defendant National Association; that is to say, from any one save members of the National Association or its member associations.

(h) To eliminate all competition for trade in the purchase and sale of plumbing goods in interstate and foreign commerce and in the District of Columbia, except competition between manufacturers selling to wholesale dealers, and between manufacturers and wholesale dealers selling to persons, firms and corporations recognized and classified as master plumbers by the National Association.

VII. That among the means and methods adopted and used by the defendants for the purpose of carrying the combination and conspiracy into effect, and accomplishing the objects thereof, which means and methods are hereby adjudged to be in violation of the Anti-Trust Act of July 2, 1890, were the following:

(a) The defendant associations and their directors, officers, committees and members have from time to time held meetings, conventions and conferences for the purpose and with the effect of bringing about concert of action and uniformity of practice among the defendants in the accomplishment of the objects hereinbefore adjudged illegal.

(b) The defendant associations, through their directors, officers, committees, members and agents, have from time to time ascertained the names of manufacturers and wholesale

dealers who were selling, shipping or distributing plumbing goods directly to consumers or to retail dealers or others not recognized and classified by the National Association as master plumbers, and have from time to time protested to the manufacturers and wholesale dealers whose names were thus ascertained, and have circulated the names of such offending manufacturers and wholesale dealers amongst the members of defendant associations and endeavored by means of boycotting and by actual or threatened withdrawal of patronage or custom to induce such manufacturers and wholesale dealers to discontinue sales directly to consumers or to retail dealers or others not recognized and classified by the National Association as master plumbers; and the members of the defendant associations have been concertedly conducting their business strictly upon a plan involving the purchase by them of plumbing goods only from manufacturers and wholesale dealers who agree or have agreed, or whose avowed policy it is, to sell exclusively to members of defendant associations and to refrain from selling plumbing goods to consumers, retail dealers or others who are not members of any of said associations.

(c) The defendant associations, their directors, officers, committees, and members, cooperating among themselves, have from time to time compiled and published lists of manufacturers and wholesale dealers recognized by the defendants as conducting their several businesses in accord with the dictates and objects of the defendants, and especially have from time to time printed and published lists of such manufacturers and wholesale dealers in the form of a pamphlet commonly known as the "Brown Book"; and have caused such lists to be distributed and circulated among the several members of the defendant associations with the purpose and effect of notifying them severally and collectively to confine their custom and patronage to the manufacturers and wholesale dealers whose names appeared therein, and to refrain from purchasing plumbing goods from all other persons, firms, or corporations.

(d) The defendant associations, their directors, officers, committees, and members, cooperating among themselves, have from time to time compiled and published lists of

persons, firms and corporations recognized and classified by the National Association as master plumbers, and especially have from time to time printed and published lists of such persons, firms and corporations in the form of a book commonly known as the "Red Book," and have caused such lists to be distributed and circulated among the members of the several defendant associations with the purpose and effect of causing them concertedly to hinder and prevent all other persons, firms and corporations than those appearing in such lists as recognized master plumbers from purchasing or obtaining plumbing goods from the manufacturers and wholesale dealers therein, and from selling or distributing plumbing goods to consumers; and have likewise caused such lists to be distributed and circulated among manufacturers of and wholesale dealers in plumbing goods with the purpose and effect of notifying them to sell plumbing goods only to the persons, firms and corporations whose names appeared in such lists as master plumbers recognized as such by the National Association.

(e) The defendant associations, their directors, officers and members have established and maintained a system of espionage over the business of manufacturers and wholesale dealers and over the business of non-member retail dealers, master plumbers and others, and have systematically gathered and disseminated among themselves information touching acts of such manufacturers and wholesale dealers, and of such non-member retail dealers, master plumbers and others, which were not in accord with the above described unlawful objects of the combination and conspiracy, particularly information touching sales of plumbing goods by manufacturers and wholesale dealers to consumers and non-member retail dealers, master plumbers and others, and touching purchases and installations of plumbing goods by consumers and non-member retail dealers, master plumbers and others; and the members of said associations, by agreement among themselves and with the purpose and effect, among others, of hindering and preventing consumers from purchasing or obtaining plumbing goods from anyone but the members of the defendant associations, have concertedly refused to sell any plumbing goods which they do not severally and separately install, and concertedly refused to

install any plumbing goods which they do not severally and separately sell.

VIII. That the defendants, and each of them, and their members, directors, officers, agents, servants and employes, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained and prohibited from directly or indirectly engaging in or carrying into effect the combination and conspiracy hereby adjudged illegal; from entering into or engaging in any like combination or conspiracy the effect of which would be to restrain trade and commerce in plumbing goods among the several States or Territories of the United States or in the District of Columbia, or with foreign nations, and from making any express or implied agreement or arrangement together or one with another, or with others, or extending from the National Association downward to its constituent member associations or from any or all of the constituent member associations upward to the National Association, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestrained flow of interstate and foreign trade and commerce in plumbing goods from the manufacturer and wholesale dealer to the consumer, or from the manufacturer and wholesale dealer to the retail dealer, master plumber or installer, or from the retail dealer, master plumber or installer to the consumer.

IX. That the defendants, and each of them, and their members, directors, officers, agents, servants and employes, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be and they are hereby perpetually enjoined, restrained, and prohibited from pursuing any of the objects, or employing any of the means and methods, hereinbefore enumerated and adjudged illegal; and in particular from combining, conspiring, confederating or agreeing with each other or one with another, or with others, expressly or impliedly, directly or indirectly, or doing any act or thing in pursuance or execution of any such combination, conspiracy, confederation, or agreement—

(a) To monopolize trade or commerce among the several States and Territories of the United States or with foreign

nations or in the District of Columbia in the purchase of plumbing goods for the retail trade.

(b) To hinder or prevent any person, firm, or corporation engaged or desirous of engaging in the plumbing industry as a master plumber or installer of plumbing goods, but who is not a member of defendant National Association or any of its member associations, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia.

(c) To hinder or prevent any person, firm, or corporation engaged or desiring to engage in the business of a retail dealer in plumbing goods, but who is not a member of the National Association or any of its member associations, or who is not recognized or classified by it as a master plumber, from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia from the manufacturers of or wholesale dealers in plumbing goods or from anyone else.

(d) To restrict the demand for or to curtail the field of plumbing goods produced or held for sale by manufacturers or wholesale dealers to purchases made by retail dealers who are recognized by the defendant associations as master plumbers, or who purchase plumbing goods to be thereafter resold and installed by themselves as master plumbers.

(e) To hinder, prevent or dissuade manufacturers or wholesale dealers engaged or desiring to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia from selling, shipping or distributing such goods directly to consumers or to retail dealers or to others not recognized or classified as master plumbers by defendant associations.

(f) To hinder or prevent consumers from purchasing plumbing goods in interstate or foreign commerce or in the District of Columbia directly from the manufacturer or wholesale dealer or from anyone else selling or desiring to sell plumbing goods to consumers.

(g) To eliminate competition for trade in the purchase and sale of plumbing goods in interstate or foreign commerce or in the District of Columbia.

(h) To boycott or threaten with loss of custom or patronage any manufacturer or wholesale dealer engaged or desir-

ing to engage in selling, shipping or distributing plumbing goods in interstate or foreign commerce or in the District of Columbia, for having sold or being about to sell plumbing goods directly to consumers or to retail dealers or others who are not members of any of defendant associations or recognized or classified by them as master plumbers.

(i) To intimidate or coerce manufacturers or wholesale dealers into selling plumbing goods only to such persons, firms or corporations as are classified or recognized by defendant associations as master plumbers or as legitimate purchasers of plumbing goods.

(j) To do or to refrain from doing any thing, the purpose or effect of which would be to prevent or hinder by intimidation, coercion, or withdrawal or threatened withdrawal of patronage or custom, any person, firm or corporation from buying or selling plumbing goods in interstate or foreign commerce or in the District of Columbia, where-soever, whensoever, from or to whomsoever or at whatsoever price may be agreed upon between the seller and the purchaser.

(k) To communicate, directly or indirectly, with any manufacturer, wholesale or retail dealer or other person, firm or corporation, for the purpose of inducing such manufacturer, wholesale or retail dealer or other person, firm or corporation not to sell plumbing goods to any person, firm or corporation not recognized or classified by the defendants as a legitimate purchaser of plumbing goods.

(l) To communicate, directly or indirectly, with any dealer or master plumber for the purpose of inducing such dealer or master plumber not to purchase plumbing goods, or not to favor with his patronage or custom, any manufacturer of or dealer in plumbing goods because of the practice of such manufacturer or dealer in selling or not selling plumbing goods to any certain class of customers.

X. That the defendants, and each of them, and their members, directors, officers, agents, servants and employees, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be and they are hereby perpetually enjoined, restrained and prohibited from

publishing or distributing or causing to be published or distributed, or aiding or assisting in the publication or distribution of—

(a) The names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, to confine sales of plumbing goods to persons, firms or corporations recognized or classified by the defendants as master plumbers or as legitimate purchasers of plumbing goods, or listed as such in the hereinbefore described "Red Book," or in any book, pamphlet, list or device of like character; or the names of any manufacturers or wholesale dealers, or any list or lists of manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell plumbing goods to consumers or to persons, firms or corporations not included in said Red Book or other list of like character.

(b) The names of any manufacturers of or wholesale dealers in plumbing goods, or any list or lists of such manufacturers or wholesale dealers, who have been or are selling, shipping or distributing plumbing goods to any person, firm or corporation not classified or recognized by defendants as a master plumber or legitimate purchaser of plumbing goods, or to any person, firm or corporation not listed in said "Red Book" or any book, pamphlet or list of like character, or similar device, as master plumbers, or the names or any list thereof, of any manufactureres or wholesale dealers from whom any such person, firm or corporation has been, or is supposed to be, receiving plumbing goods.

(c) The names of any persons, firms or corporations, or any list or lists thereof, who agree or have agreed, expressly or impliedly, directly or indirectly, to purchase plumbing goods from or to favor with their patronage or custom only those manufacturers and wholesalers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is, not to sell, ship or distribute plumbing goods directly to consumers or to persons, firms or corporations not approved by the defendants.

(d) The names of any persons, firms or corporations, or any list or lists thereof, engaged or desirous of engaging in

the plumbing business as master plumbers or as retail dealers in plumbing goods who are not satisfactory to the defendants or recognized or classified by them as legitimate purchasers of plumbing goods from wholesale dealers or manufacturers.

XI. That defendant National Association of Master Plumbers of the United States, its officers and members, and defendant State and local associations, and all their officers and members, are not restrained from maintaining said organizations for social or legitimate trade purposes, not inconsistent with this decree and not in violation of law; nor are they restrained from publishing and distributing lists of the members of their associations in furtherance of the legitimate purposes thereof, provided that in so doing the effect shall not be to accomplish any of the objects condemned by this decree.

XII. It is further ordered, adjudged and decreed that the petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let an execution issue.

Dated at Pittsburgh, Pennsylvania, this 19th day of May, 1917.

Per Curiam.

ing, suggesting or in any manner whatsoever indicating the prices at which said labels and other like articles shall be sold or resold by jobbers.

(g) Agreeing to adopt or adopting standard terms of payment, cash discount or a standard form of contract for carrying stock or for specified deliveries.

(h) Promulgating, issuing or circulating individually or collectively, among themselves, the names of concerns or persons who, rightfully or with justification, refuse to receive goods ordered or purchased, or blacklisting said concerns or persons, or preventing their obtaining goods from other persons or concerns until said refused goods are accepted, or in any way assisting or aiding the manufacturer whose goods have been so refused to secure the acceptance of the same by said concerns or persons.

(i) Aiding, abetting or assisting, individually or collectively, others to do all or any of the matters or things hereinbefore enjoined or adjudged to be illegal.

VI. That jurisdiction of this case be and hereby is retained for the purpose of enforcing this decree, and for the purpose of enabling the parties to apply to the Court for modification hereof, if it be hereafter shown to the satisfaction of the Court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in interstate trade or commerce of the United States in the business of manufacturing, selling or distributing woven labels, hangers, tabs or other like articles, or have become unduly oppressive to defendants, and are no longer necessary to secure or maintain competitive conditions in such trade or commerce.

VII. It is further ordered, adjudged and decreed that the petitioner have and recover of the defendants the costs in this behalf expended, for which let execution issue.

Dated, New York, October 8th, 1917.

AUGUSTUS N. HAND,
United States District Judge.

UNITED STATES v. PARIS MEDICINE CO.

**IN THE DISTRICT COURT OF THE UNITED STATES,
EASTERN DISTRICT OF MISSOURI.**

UNITED STATES OF AMERICA, PETITIONER,

vs.

PARIS MEDICINE COMPANY, DEFENDANT.

FINAL DECREE.

This cause having come on for hearing upon the motion of the petitioner for a decree, the court, upon consideration of the pleadings and of the consent of defendant on file, finds, orders, and decrees as follows:

First. Defendant Paris Medicine Company is a corporation engaged in the manufacture and sale in interstate commerce of proprietary and patent medicines. It has indicated to wholesale and retail dealers, from time to time, the resale prices which it desired them to charge for its products. It has secured from retail dealers agreements that they would adhere to those prices. It has furnished the retail dealers who entered into and adhered to those agreements with quantities of its products, in addition to what they purchased from the wholesale dealers, at no additional cost. It has refused to do the same for dealers who failed to enter into and comply with such agreements.

Second. By these means defendant Paris Medicine Company has procured the adherence of dealers in its products throughout the United States to resale prices fixed by it, thereby creating a combination which suppresses competition in the sale of such products and restrains trade and commerce among the States in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

Third. Defendant Paris Medicine Company, its officers, directors, agents, and employees, are hereby enjoined from further engaging in or carrying out the above-described combination or any other of like character and effect.

Fourth. Defendant Paris Medicine Company, its officers, directors, agents, and employees, are hereby further enjoined from directly or indirectly employing any of the following means for the purpose of procuring the adherence of dealers in its products to resale prices approved by it:

- (a) Indicating to dealers such prices;
- (b) Securing from dealers agreements to adhere to such prices;
- (c) Refusing to sell to dealers who fail to adhere to such prices;
- (d) Refusing to sell to dealers who fail to adhere to such prices upon the same terms as to dealers who do so adhere;
- (e) Furnishing additional quantities of defendant's products, at no additional cost, or affording any other advantage, to dealers who adhere to such prices, while refusing similar treatment to dealers who do not so adhere.

Fifth. Defendant shall pay the costs of this proceeding, to be taxed.

DAVID P. DYER,
United States District Judge.

NOVEMBER 13, 1917.

UNITED STATES v. MEAD ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

vs.

GEORGE H. MEAD, PHILIP T. DODGE, GEORGE CHAHOON, JR.,
GORDIAS H. P. GOULD, EDWARD W. BACKUS, ALEXANDER
SMITH, AND FRANK J. SENSENBRENNER, *Individual De-*
fendants, AND ABITIBI POWER & PAPER CO., LTD., BELGO-
CANADIAN PULP & PAPER CO., LTD., BERLIN MILLS CO.,
J. R. BOOTH, BROMPTON PULP & PAPER CO., CROWN-WIL-
LAMETTE PAPER CO., CANADA PAPER CO., LTD., CLIFF PAPER
CO., EDW. CRABTREE & SONS, LTD., CHAMPION PAPER CO.,
CLEVELAND PAPER CO., CHEBOYGAN PAPER CO., CONSOLI-
DATED WATER POWER & PAPER CO., DONNACONA PAPER CO.,
SMITH, AND FRANK J. SENSENBRENNER, *Individual De-*
fendants, and ABITIBI POWER & PAPER CO., LTD., BELGO-
LTD., DELLS PAPER AND PULP CO., E. B. EDDY CO., LTD.,
FITZDALE PAPER CO., FINCH, PRUYN & CO., FLAMBEAU
PAPER CO., GOULD PAPER CO., GRANDFATHER FALLS CO.,
HENNEPIN PAPER CO., INTERNATIONAL PAPER CO., ITASCA
PAPER CO., KIMBERLY CLARK CO., LAURENTIDE CO., LTD.,
MINNESOTA AND ONTARIO POWER CO., NEKOOSA-EDWARDS
PAPER CO., NORTHWEST PAPER CO., OSWEGO FALLS PULP &
PAPER CO., W. H. PARSONS CO., PETTIBONE-CATARACT
PAPER CO., POWELL RIVER CO., LTD., PRICE BROS. & CO.,
LTD., REMINGTON PAPER & POWER CO., RHINELANDER PAPER
CO., ST. CROIX PAPER CO., ST. GEORGE PULP & PAPER CO.,
ST. MAURICE PAPER CO., LTD., ST. REGIS PAPER CO.,
SPANISH RIVER PULP & PAPER MILLS LTD., TAGGARTS PAPER
CO., WEST END PAPER CO., WATAB PULP & PAPER CO., AND
WISCONSIN RIVER PULP AND PAPER CO., *Corporation De-*
fendants.

FINAL DECREE

This cause came on to be heard at this term and was
argued by counsel; and thereupon, upon consideration

thereof, and upon the consents hereto in writing and in open court by the defendants George H. Mead, Philip T. Dodge, George Chahoon, Jr., Gordias H. P. Gould, Edward W. Backus, Alexander Smith, Frank J. Sensenbrenner, Abitibi Power & Paper Co., Ltd., Belgo-Canadian Pulp & Paper Co., Ltd., Brompton Pulp & Paper Co., Donnacona Paper Co., Ltd., Gould Paper Co., International Paper Co., Kimberly-Clark Co., Laurentide Co., Ltd., Minnesota & Ontario Power Co., Price Bros. & Co., Ltd., and Spanish River Pulp & Paper Mills, Ltd.; and upon the unanimous resolution of the Executive Committee of the News-Print Manufacturers' Association consenting to the dissolution of said Association and consenting to this decree, and said consents having been duly given by their respective solicitors to the entry of this decree before any testimony has been taken, it was Ordered, Adjudged and Decreed as to said defendants so consenting, as follows, viz.:

1. Defendants by becoming and acting as members of the News-Print Manufacturers' Association have entered into and engaged in an unlawful combination in restraint of trade and commerce in news print paper among the several states and with foreign nations in violation of the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

2. The News-Print Manufacturers' Association is an unlawful combination of the defendants in restraint of the trade and commerce in news print paper among the several states and with foreign nations, in violation of said Act of July 2, 1890; and said News-Print Manufacturers' Association shall be, and it hereby is, dissolved.

3. Each corporate defendant is hereby perpetually enjoined from carrying into further effect the combination hereby dissolved and from entering into or engaging in any like combination having for purpose or effect (a) the elimination or restriction by concert of action of competition in news print paper, or (b) the concerted working for materially higher prices for news print paper, or (c) the establishment by concert of action of uniform prices, terms or conditions for the sale of news print paper, or (d) the concerted working to discourage others from manufacturing news print paper.

4. Each corporate defendant is hereby perpetually enjoined from entering into any combination, agreement, understanding or concert of action with any other corporate defendant or with any other manufacturer of news print paper, having for purpose or effect (a) to limit or restrict itself as to the customers to whom it should sell or offer to sell news print paper; (b) to limit or restrict itself as to the quality or quantity of news print paper it should make or sell; (c) to limit or restrict itself as to the service it should render to its customers or the prices, terms or conditions upon which it should sell or offer to sell news print paper.

5. The injunctions herein contained against the corporate defendants shall apply to, and be binding upon, such corporations and their respective officers, directors, agents and employees, and all other persons, firms or corporations acting under, for or in behalf of them or any of them, or claiming so to act.

6. Each individual defendant is hereby perpetually enjoined from entering into, engaging in, or carrying into further effect, any contract, combination or conspiracy having for purpose or effect to regulate, dominate or restrict the trade or commerce in news print paper of any person, firm or corporation other than the firms or corporations with which such individual defendant is or may be connected as an officer, agent or employee.

7. Nothing herein contained shall prevent the defendants from entering into and performing a certain contract of even date with the Attorney General of the United States, as trustee, made for the purpose of meeting the emergencies created by existing conditions, and by the present state of war in the United States. Nothing herein contained shall be deemed an adjudication for or against the exercise of control by any corporate defendant of any of its subsidiaries as set forth in the petition nor for or against the right of certain of the defendants or their subsidiaries to avail themselves of the services of the Canadian Export Paper Co., Ltd., or the G. H. Mead Co. or the Minnesota & Ontario Power Co. in the manner and to the extent now being availed of, as set forth in the petition herein.

8. The court retains jurisdiction to proceed against the defendants not hereby consenting to this decree, and to enforce this decree, and to enable any of the parties to apply to the court for modification hereof, if it be hereafter shown to the satisfaction of the Court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in the interstate or foreign trade or commerce of the United States in news-print paper or have become unduly oppressive to defendants or any of them and are no longer necessary to secure or maintain competitive conditions in such trade or commerce.

Dated, New York City, New York, November 26, 1917.

JULIUS M. MAYER,

*United States District Judge for the
Southern District of New York.*

AGREEMENT.

This agreement, made this 26th day of November, 1917, between Thomas W. Gregory, the Attorney General of the United States, and his successor, or successors in office, as trustee, acting herein in behalf of each and every individual, firm or corporation publishing a newspaper and using news print paper in his or its business in the United States that now is, or during the life of this agreement shall become a customer of any of the parties of the second part to this agreement, *party of the first part*, and the undersigned engaged in the manufacture and sale of news print paper, *parties of the second part*:

WITNESSETH:

Whereas, heretofore differences have arisen between the manufacturers and users of news print paper as to the price and terms at which such paper should be sold, and such differences have heretofore been brought to the attention of the Federal Trade Commission; and

Whereas, the Department of Justice of the United States has instituted, or is about to institute, proceedings in equity

under section four of the act of July 2, 1890, entitled an act to protect trade and commerce against unlawful restraints and monopolies; and

Whereas, it is desirable in the present condition of affairs in the United States that some adjustment of the trade conditions in news print paper should be had, it is agreed between the parties hereto as follows:

First: The United States may file a petition in equity to enjoin any operations of the News Print Paper Manufacturers Association and of the manufacturers who are members of that association, in so far as such operations are claimed to constitute a restraint of trade. In such proceeding the parties of the second part will consent to a decree as prayed for, reserving the right, at the time such consent to a decree is presented to the court, to make such statements, oral or written, not impairing the binding force of the decree as they are advised may be necessary to protect their interests. The petition may also pray for the dissolution of the News Print Manufacturers Association, and if a request be made to that end, the parties of the second part will consent thereto.

Second: The price of news print paper on the basis of 24x36 inches in size weighing approximately thirty-two pounds per five hundred sheets, on all new contracts from now to January 1, 1918, and on all contracts in existence on January 1, 1918, or made thereafter, and on all sales and deliveries, in the United States, shall not exceed the following amounts:

(a) From January 1, 1918, until April 1, 1918, for such news print paper in rolls, \$3.00 per hundred pounds f. o. b. at the mill in car load lots, and \$3.25 per hundred pounds f. o. b. at the mill in less than car load lots, and for such news print paper in sheets \$3.50 per hundred pounds f. o. b. at the mill in car load lots and \$3.75 per hundred pounds f. o. b. at the mill in less than car load lots. The foregoing subdivision (2-a) shall not apply to the Minnesota & Ontario Power Co. nor the Fort Frances Pulp & Paper Co., Ltd.; but as to said two companies, the Federal Trade Commission, after due hearing and investigation and subject to review as provided in subdivision 2-b, shall fix the just

and reasonable maximum prices and terms of contract for said two companies from January 1, 1918, until April 1, 1918, effective January 1, 1918.

(b) After April 1, 1918, the just and reasonable maximum prices and terms of contracts for the sale of all or any news print paper shall be determined and fixed by the Federal Trade Commission, after due hearing and investigation, subject to review by the circuit judges of the second circuit, who, if of opinion that the prices or terms of contract fixed by the Commission are unjust or unreasonable, shall determine what are just and reasonable. Such judges shall have the right to hear any pertinent matter considered by the Federal Trade Commission, and additional evidence or matter if it shall be shown to their satisfaction that such additional evidence or matter is material and that there were reasonable grounds for the failure to adduce the same in the proceedings before the Commission. The maximum prices and terms of contract so determined shall continue during the war and for three months thereafter, with the right to any of the parties of the second part or to the Department of Justice to ask the Federal Trade Commission for an investigation and determination of new prices or terms of contract whenever during such period conditions arise which in the opinion of either make it desirable to ask for any change in price or terms of contract, subject to the same right of review. In determining the prices to be effective April 1, 1918, the Federal Trade Commission shall consider all pertinent conditions, including those prevailing during the months of January, February, and March, 1918, to the end that the prices when announced shall cover the facts as near the time of the effective date of the new prices as is possible.

Third: The parties of the second part, during the life of this agreement, shall offer their news print paper for sale in accordance with paragraph second hereof. In case of sale by written contract said paragraph shall be embodied therein, either wholly or by sufficient reference thereto; but if any customer of any of the parties of the second part, who is offered paper in accordance with the provision of this agreement, prefers to make or retain a

contract for a fixed price for a definite period, and any one of the parties of the second part, after duly notifying the Attorney General of his or its intention in the matter, shall make or retain such contract solely in deference to the wishes of the consumer, such agreement so made shall not be construed as a violation of this agreement, even though the price which the consumer pays in furtherance of his own interest is in excess of the prices fixed in this agreement.

Fourth: The parties of the second part agree that to the extent of their power they will cause such of their news print paper as is ordinarily purchased by the so-called small publishers through the intervention of jobbers, dealers, or other middlemen to be delivered to such small publishers at not to exceed reasonable and just prices and terms of sale to be established by the Federal Trade Commission (subject to review by the circuit judges in the manner aforesaid).

Fifth: The party of the first part, or his successor in office, as trustee of an express trust, may bring any appropriate action, suit, or proceeding in law or in equity to enforce this agreement on behalf of any person, firm, or corporation injured or damaged by a violation of the terms hereof, and may proceed by preliminary injunction or otherwise to restrain violations of the terms hereof.

Sixth: Books of accounts and records of parties of the second part and of all corporations or other instrumentalities owned or controlled by them shall be open to inspection of the Department of Justice and the Federal Trade Commission during the life of this agreement, upon reasonable notice, in so far as said books and records relate to the manufacture and sale of news print paper.

Seventh: The liability of the parties of the second part hereunder is several and not joint. Any manufacturer of news print paper may become a party to this agreement by signing the same or a counterpart hereof; all counterparts hereof shall be deemed one and the same instrument.

In witness whereof, each of the parties of the second part has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, and has set after its name the approximate present daily tonnage of

news print paper which it is subjecting to the terms of this agreement:

Signature.	Daily Tonnage.
INTERNATIONAL PAPER Co., By Philip T. Dodge, <i>President</i> ,	1,100
THE SPANISH RIVER PULP & PAPER MILLS, LTD., By Geo. H. Mead, <i>President</i> ,	450
THE LAURENTIDE Co., LTD. By George Chahoon, Jr., <i>President</i> ,	215
GOULD PAPER COMPANY, By Henry A. Wise, <i>Attorney</i> ,	80
DONNACONA PAPER COMPANY, LTD., By Henry A. Wise, <i>Attorney</i> ,	100
PRICE BROTHERS & COMPANY, LTD., By W. A. Hofstra, <i>Director</i> ,	190
BROMPTON PULP & PAPER Co., LTD., By Henry A. Wise, <i>Attorney</i> ,	50
BELGO-CANADIAN PULP & PAPER Co., LTD., By Henry A. Wise, <i>Attorney</i> ,	180
ARITIBI POWER AND PAPER COMPANY, LIMITED, By John Barton Payne, <i>its attorney</i> ,	225
KIMBERLY CLARK Co., By F. J. Sensenbrenner, <i>First Vice Pt.</i>	none.
MINNESOTA & ONTARIO POWER COMPANY By E. W. Backus, <i>Prest.</i> FORT FRANCES PULP & PAPER Co., LTD.	350 tons is our present daily tonnage but this we will reduce to 250 tons daily during the com- ing year.

UNITED STATES v. DISCHER ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES, SOUTH-
ERN DISTRICT OF NEW YORK.

In Equity No. 14-393.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

vs.

GRANT F. DISCHER, PEARL P. CRABILL, JAMES TURNER, EMIL
GROSSMAN, J. HARRY SAGER, WILLIAM G. COX, BENJAMIN
D. ZIMMERMAN, LOUIS P. HALLADAY, HENRY H. SCHERFF,
JAMES W. LAWHEAD, ALLEN L. MCGREGOR, WALTER H.
SCHWAB, GEMCO MANUFACTURING COMPANY, THE CENTRAL
BRASS AND FIXTURE COMPANY, EMIL GROSSMAN MFG. COR-
PORATION, J. H. SAGER COMPANY, INC., COX BRASS MFG.
COMPANY, MILWAUKEE AUTO ENGINE AND SUPPLY COM-
PANY, L. P. HALLADAY COMPANY, AMERICAN BRASS COM-
PANY, AUTO COMPRESSOR COMPANY, U. S. AUTO BUMPER
COMPANY, AUTO PARTS MFG. COMPANY, DEFENDANTS.

FINAL DECREE.

This cause came on to be heard at this term, and upon
consideration thereof, and upon motion of the petitioner,
by Francis G. Caffey, United States Attorney for the South-
ern District of New York, its attorney, and by Henry A.
Guiler, Special Assistant to the United States Attorney,
of Counsel, for relief in accordance with the prayer of the
petition, and all the parties having appeared therein by
their attorneys Elias H. Bottum, Phillip W. Haberman

and Edwin P. Grosvenor, and having consented thereto in open court;

Now, therefore, it is ordered, adjudged and decreed as follows, viz:

I. That the combination and conspiracy in restraint of the trade and commerce and to monopolize the same, and the restraint and monopoly attained thereby, described in the petition, be and hereby are declared illegal and in violation of the Act of Congress, approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and Acts amendatory thereof and supplemental or additional thereto.

II. That the Automobile Bumper Association described in the petition, and the agreement of association of which a copy is attached to the petition, be and hereby are declared illegal and in violation of said Acts of Congress.

III. That said defendants and each of them, and their officers, agents, servants and employees, and all persons acting under, through, by, or in behalf of them or either of them, or claiming so to act, be and hereby are perpetually enjoined, restrained and prohibited, directly or indirectly, from engaging in or carrying into effect the said combination and conspiracy, and from engaging in or entering into any like combination or conspiracy, the effect of which would be to restrain or monopolize trade or commerce in automobile, motor-car and motor-truck bumpers and parts thereof, among the several states of the United States, or, in the District of Columbia, and from carrying out or continuing in effect the license or other agreements, described in, or annexed to the petition, or making any express or implied agreements or arrangements together or with one another, like those hereby adjudged illegal or enjoined, or using any other method or methods, the effect of which would be to prevent the free and unrestrained flow of said interstate trade or commerce in said automobile, motor-car and motor-truck bumpers and parts thereof, or, to monopolize the same; but no defendant who was the owner of a patent or patents involved in this cause prior to January 31, 1917, so long as he acts separately and independently, is enjoined by this decree from issuing to one or more of the defendants,

acting separately and independently of each other, any lawful license under such patent or patents.

IV. That said defendants, and each of them, and their officers, agents, servants and employees, and all persons acting under, through, by, or in behalf of them or either of them, or claiming so to act, be and hereby are ordered and directed to dissolve and forever discontinue said Automobile Bumper Association, and be and hereby are perpetually enjoined, restrained and prohibited, directly or indirectly, from engaging in, forming, or entering into any like association, or becoming members of any like association, or from making any express or implied agreement of association, or arrangement, together or with one another, similar to, or like said agreement of association hereinbefore mentioned and marked Exhibit "A," but that the defendants are not restrained from forming an association for purposes not inconsistent with this decree and not in violation of law.

V. That the said defendants and each of them, their officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them, or any of them, or claiming so to act, be and hereby are perpetually enjoined, restrained and prohibited, directly or indirectly, from,

(a) Agreeing to, fixing or establishing in any manner whatsoever, by agreement, understanding or otherwise, among themselves, the prices to be charged for said automobile, motor-car and motor-truck bumpers and parts thereof, or maintaining the said prices after they are so agreed to, fixed or established.

(b) Maintaining, using or continuing to maintain or use, collectively, in any manner whatsoever, the minimum prices already agreed upon or adopted.

(c) Agreeing among themselves to establish or adopt the terms, conditions or policies which should obtain with respect to the sale or disposal of said automobile, motor-car and motor-truck bumpers and parts thereof.

(d) Agreeing among themselves to fix the prices at which said automobile, motor-car and motor-truck bumpers and parts thereof should be sold or resold by jobbers or dealers, or individually or collectively fixing, suggesting, or in any manner whatsoever indicating the prices at which said auto-

mobile, motor-car and motor-truck bumpers and parts thereof should be sold or resold by jobbers or dealers.

(e) Agreeing among themselves in any manner whatsoever, to charge purchasers of said automobile, motor-car and motor-truck bumpers, and parts thereof, uniform prices, or doing any act which will, or may be calculated to result in uniform prices.

(f) Aiding, abetting or assisting, individually or collectively, others to do all or any of the matters or things hereinbefore set forth.

VI. That jurisdiction of this case be and hereby is retained for the purpose of enforcing this decree, and for the purpose of enabling the parties to apply to the Court for modification hereof, if it be hereafter shown to the satisfaction of the Court that by reason of changed conditions or changes in the statute law of the United States the provisions hereof have become inappropriate or inadequate to maintain competitive conditions in interstate trade or commerce of the United States in the business of manufacturing, selling or distributing automobile, motor-car and motor-truck bumpers, and parts thereof, or have become unduly oppressive to the defendants, and are no longer necessary to secure or maintain competitive conditions in such trade or commerce.

VII. It is further ordered, adjudged and decreed that the petitioner have and recover of the defendants the costs in this behalf expended, for which let execution issue.

Dated, New York, December 4, 1917.

JULIUS M. MAYER,
United States District Judge.

UNITED STATES v. HARTWICK ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES, EASTERN
DISTRICT OF MICHIGAN, SOUTHERN DIVISION.**

In Equity, No. 4121.

UNITED STATES OF AMERICA, PETITIONER,

v.

EDWARD E. HARTWICK AND OTHERS, DEFENDANTS.

FINAL DECREE.

This cause came on to be heard before Arthur J. Tuttle, United States district Judge, United States of America appearing by G. Carroll Todd, assistant to the Attorney General; Blackburn Esterline, special assistant to the Attorney General; and John E. Kinnane, United States attorney; and defendants appearing by C. D. Joslyn; Lancaster. Simpson & Purdy, and L. C. Boyle, their solicitors; and the petitioner having moved the court for a decree in accordance with the prayer of the petition, and the defendants consenting thereto, it was, upon consideration thereof, ordered, adjudged, and decreed as follows, viz:

I. Defendants, Edward E. Hartwick, citizen and resident of Detroit, Michigan, individually and as president and director of Michigan Retail Lumber Dealers' Association, a voluntary unincorporated association; Arthur L. Holmes, citizen and resident of Detroit, Michigan, individually, as vice president, and as one of the directors of that association and as a member of Lumber Secretaries' Bureau of Information and as publisher of "The Scout"; George P. Sweet, citizen and resident of Grand Rapids, Michigan, individually and as secretary and as treasurer and as director of that association and as a member of Lumber Secretaries'

Bureau of Information; John J. Comerford, citizen and resident of Detroit, Michigan; A. J. Kraft, citizen and resident of Battle Creek, Michigan; H. W. Rikerd, citizen and resident of Lansing, Michigan; John Wood, citizen and resident of Grand Rapids, Michigan; Frank D. Jenks, citizen and resident of Port Huron, Michigan; C. A. Pollock, citizen and resident of Coldwater, Michigan; The Scout Publishing Company, a corporation organized under the laws of Michigan, with its principal office and place of business at Detroit; and Lumber Secretaries' Bureau of Information, a corporation organized under the laws of the State of Illinois, with its principal office and place of business at Chicago, were, at the time of the filing of the petition, engaged in a combination and conspiracy to restrict and restrain interstate trade and commerce in lumber and lumber products, in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies." (26 Stat. 209.)

II. Prior to and at the time of filing the petition the lumber trade was, and it now is, divided into the following classes:

1. Manufacturers, who operate at various points in the United States, and who receive logs from the forests and saw them into various sizes and lengths of timber and lumber required by the trade for building and manufacturing purposes and ship such products from the points of manufacture by railroad or steamship lines through and into the various States to the markets where such lumber products are required, including the State of Michigan. The various growths of the different varieties of timber are so distributed that no single State contains all of the varieties demanded and required by the trade. The products of pine timber, known as "yellow pine," are principally from manufacturers located in the States where the timber is grown, i. e., Louisiana, Texas, Arkansas, Alabama, Mississippi, and other States; of oak from Missouri, Arkansas, Tennessee, and other States; of maple from Michigan, Wisconsin, and other States; of spruce from Maine, West Virginia, and other States; of fir and redwood from Washington, Oregon, and California; of cypress from Louisiana, Mississippi, and Florida; of northern pine from Minnesota, Wisconsin, and

Michigan; of hemlock from Wisconsin, Michigan, Minnesota, New York, and other States; of sugar pine from California; of ash from practically all of the Middle Western States; other hardwoods and the products of other special varieties are from various localities and parts of the United States.

2. Wholesalers, who deal in lumber and lumber products and who are usually located at or near large markets or centers of trade. In some instances the wholesaler maintains a yard for receiving and storing the lumber purchased by him from the manufacturer; in other instances he does not, but handles the manufactured product through orders from customers transmitted by wholesaler to manufacturer.

3. Retailers, who are located in cities and towns, and who receive and store lumber and lumber products purchased either from manufacturer, wholesalers, or jobber and sell for building or manufacturing purposes in the city, town, or vicinity where the yard is located.

4. Mail-order houses, which are large stores located in large cities in nearly all of the States and which sell lumber and lumber products as well as other merchandise direct to the consumer, having purchased the same from the manufacturer, wholesaler, or jobber without the intervention of the retailer.

5. Cooperative associations, who buy for the benefit of their own members only (regarded by some as retailers, by others as consumers, and by still others as separate and distinct classes).

6. Consumers, who are divided into various classes, generally as follows:

- (a) The contracting or constructing builder.
- (b) The converter or manufacturer.
- (c) The United States Government and sometimes municipalities and railroads.
- (d) The small consumer of lumber for small building, construction, and repair work.

III. Michigan Retail Lumber Dealers' Association is a voluntary membership association having as members divers and sundry retail lumber dealers to the number of about three hundred (300) located in the various cities and towns of Michigan. The purpose of the individual members in

forming the association was to combine to destroy existing competition between manufacturers, wholesalers, jobbers, and retailers of lumber and lumber products in the sale thereof to the consumer and to restrict and stifle competition between manufacturers, wholesalers, and jobbers, on the one hand, and retail dealers on the other, for the trade of the consumers within the State of Michigan and elsewhere, to accomplish which they inaugurated the following activities:

(a) They elected a president, vice president, secretary, treasurer, and board of directors and adopted a constitution, by-laws, and regulations.

(b) They arbitrarily classified retail lumber dealers to include only such persons, firms, or corporations as should be regularly engaged in the lumber trade, carrying at all times an assortment of lumber or lumber products, sash, doors, etc., commensurate with the demands of the dealer's community (the equivalent of 75,000 feet of lumber in small cities and country towns being generally considered a minimum stock for a retail yard), and who is in the business for the purpose of selling lumber at retail, and who keeps an office open during regular business hours with a competent person in charge to attend to the wants of customers at all times.

(c) They agreed that when any member should consider he had cause for complaint against any manufacturer, wholesaler, or jobber, by reason of the latter having sold or shipped lumber to any customer of such member or to any other person or persons within the State in competition with the members of the association, and such customer or other person should fail to come within the arbitrary classification of retail dealers, such member should file the complaint with the secretary of the association, and rules and regulations were agreed upon and adopted by the members to govern and control them in making such complaints.

(d) They agreed that upon receipt by the secretary of such complaint he would at once notify the party or parties against whom it was made that the same had been filed and that the association had a claim against him for an amount not to exceed 10 per cent of the value of the sale; payment thereof should be demanded and if paid the amount should be forwarded by the secretary to the party complaining.

(e) They agreed that if the secretary was unable to collect the penalty, he should immediately notify the members of the name of the offender, and any member or members continuing thereafter to deal with him should be penalized by expulsion from membership in the association.

(f) They agreed that regardless of whether they came within the agreed arbitrary classification, any of them who made a practice of quoting prices in, or selling in, or shipping into the State of Michigan (to other than regular dealers) lumber or lumber products to any person or persons who may not have or maintain a regular retail yard, should be designated as "poachers" and so listed by name in a certain notification sheet or "black list," and that such notification sheet or "black list" should be prepared by the secretary and by him circulated among the members.

(g) They agreed that all members so designated and listed as "poachers" shall be considered as consumers at points other than where they might own regular retail lumber yards, and that any manufacturer, wholesaler, or jobber who might make sales or shipments into the State of Michigan to any such "poacher" after he shall have been so designated, shall be considered as having sold or shipped to a consumer and subjected to the same penalties as provided for such sales or shipments to consumers.

(h) They agreed that they would maintain and circulate among their members a list of "honorary members," to consist of manufacturers, wholesalers and jobbers in various States who would and did conform to the regulations of the association and who would not and did not sell or ship lumber or lumber products to persons other than those within the classification of retail dealers as adopted by the association.

(i) They agreed and pledged themselves to each other that they would buy lumber and lumber products only of those wholesalers, manufacturers, and jobbers whose names appeared upon the membership of said association or that of some kindred organization of retail lumber dealers who was in sympathy with the purposes of the association.

(j) They agreed that they would, and many members did from time to time, make complaints to the secretary of shipments and sales of lumber and lumber products by manu-

facturers, wholesalers, and jobbers to purchasers who failed to come within the classification of retail lumber dealers as agreed upon by them; and that the secretary should, and he did from time to time, upon receipt of complaints make demands upon manufacturers, wholesalers, and jobbers for the payment of the penalty which in many instances was collected and paid.

(k) They agreed that if in other instances manufacturers, wholesalers, and jobbers refused and neglected to pay the penalty that the secretary of the association should, and he did from time to time, issue a notification sheet or "black list" containing the names of the manufacturers, wholesalers, jobbers, and "poachers" who refused or failed to recognize the rules and regulations, and many of whom had made sales and shipments in interstate trade and commerce from States other than the State of Michigan to persons within that State; and the secretary did circulate or cause to be circulated among the members the notification sheet or "black list" and the "honorary membership" list.

(l) They agreed, by their two representatives, one being defendant, Arthur L. Holmes, secretary, with the representatives in attendance at the American Lumber Trades Congress at Chicago, June 8, 1909, which was composed of delegates representing State, interstate, or provincial associations in the lumber trade, to adopt a "code of ethics." These two representatives took an active and prominent part in all the proceedings and deliberations of the congress, and defendant Holmes was one of the committee that revised the "code of ethics" and assisted in preparing and presenting it to the congress and advising the adoption thereof. That "code of ethics" was intended to govern the sale of lumber and lumber products in all branches of the lumber trade, except from the retailer to the consumer. *Inter alia*, it provided that the widest possible trade publicity should be given to make known "irresponsible, unethical, and unscrupulous wholesalers and dealers," and that "it should be the duty of the wholesalers and manufacturers to take active interest in the marketing of their products through regular channels only," thereby agreeing that the members of Michigan Retail Lumber Dealers' Association should have no competition in the State of Michigan

in sales to consumers from manufacturers, wholesalers, jobbers, or retail dealers outside of the State of Michigan.

IV. National Lumber Credit Manufacturers' Corporation, of St. Louis, Missouri, a corporation of Virginia, is owner and publisher of the "Blue Book." Lumbermen's Credit Association, a corporation of Illinois, is owner and publisher of the "Red Book." The Blue Book and the Red Book establish the credit rating, business standing, and classification of lumber dealers for all the purposes of the lumber trade. In July, 1910, on motion of defendant Holmes, the members of Michigan Retail Lumber Dealers' Association adopted in its entirety the "code of ethics" as prepared and adopted by the American Lumber Trades Congress at Chicago, June 8, 1909, wherein it is also provided that unless the buyer of lumber is rated and in good standing as shown by the Blue Book and the Red Book no order should be binding on the seller unless such credit and good standing shall have been satisfactorily proven to the seller, and that investigation should be completed within a reasonable time, so that the rating, business standing, and classification of the buyer of lumber and lumber products was confined to the Blue Book and the Red Book. Ratings being confined to the Blue Book and the Red Book, sales were made only to those whose names appeared in either or both. If a buyer who was in fact a consumer, or mail-order house, or cooperative association, or other person or corporation not considered a retail dealer by the members, appeared in either of said books as a retailer, the secretary of the association insisted to the publisher that such buyer's name should be stricken from the book, or designated as a consumer. Notwithstanding the buyers were financially responsible, but because they were not regular retail lumber dealers as defined by the members of the association, the secretary repeatedly insisted that names appearing in said books should be stricken therefrom, and the publishers responded accordingly.

V. Lumber Secretaries' Bureau of Information embraced a membership of secretaries of the various retail lumber dealers' associations (among them Michigan Retail Lumber Dealers' Association), who represented the associations. Defendants Holmes and Sweet represented Michigan Retail

Lumber Dealers' Association in Lumber Secretaries' Bureau of Information and that association, its officers, and directors contributed to the support and operations of the bureau by payment of dues, contributions of money, and other assistance. The activities of the bureau consisted of—

1. The publication of a bulletin or report containing information theretofore gathered and assembled with reference to manufacturers and wholesale dealers who were supplying the so-called "poachers" who were selling direct to consumers and shipping to customers at points where the said "poachers" had no yards, and who were considered as peddlers; and the manufacturers and wholesalers who ship direct to consumers. The method of compilation and use of the bulletin or report was as follows: A retail lumber dealer, learning of a sale by a wholesaler to a consumer, made complaint in writing to the secretary of the association to which the retailer belonged. The secretary thereupon investigated, ascertained the facts in regard to the complaint, and submitted his report to the board of directors of Lumber Secretaries' Bureau of Information. The latter determined whether the matter should be reported in the next issue of the bulletin and instructed the secretary accordingly. The bulletin when issued was distributed among all the members of the several associations.

2. To cooperate with other retail lumber dealers' associations corresponding to Michigan Retail Lumber Dealers' Association and who were members of Lumber Secretaries' Bureau of Information.

3. To approve and recommend to the several retail lumber dealers' associations the plan and use of "customers' lists."

4. To furnish, by its officers and agents, to The Scout Publishing Company and Arthur L. Holmes, editor thereof, and to George P. Sweet, secretary of Michigan Retail Lumber Dealers' Association, names of wholesalers, manufacturers, and jobbers located outside of the State of Michigan who were selling lumber and lumber products in competition with retail lumber dealers in the State of Michigan, and The Scout Publishing Company published the same in "The Scout," a trade paper to which the members of Michigan Retail Lumber Dealers' Association were subscribers, thereby giving notice to its subscribers that the wholesaler, manufacturer, or

jobber named was violating the ethics of the trade, and the retail dealers in the State of Michigan could and did refuse to buy lumber and lumber products from said manufacturers, wholesalers, and jobbers and have the same shipped into the State of Michigan from points outside thereof.

VI. Michigan Retail Lumber Dealers' Association, prior to July 1, 1910, owned and edited "The Scout," a paper and periodical which was used by the association for the purpose of collecting and circulating to the retail lumber dealers throughout the United States information regarding manufacturers, wholesalers, jobbers, and "poachers" who entered into competition with retail lumber dealers in selling lumber and lumber products to consumers, mail-order houses, farmers' cooperative associations, and others not classified by the association as regular dealers. "The Scout" also collected from the respective secretaries of the various lumber dealers' associations and from Lumber Secretaries' Bureau of Information and from officers and members of Michigan Retail Lumber Dealers' Association, and by other means, the names of those manufacturers, wholesalers, jobbers, and "poachers" who were selling and shipping to consumers, mail-order houses, and farmers' cooperative associations in the State of Michigan and other States, and published them in "The Scout," and sent them to members of the various retail lumber dealers' associations and other dealers in lumber and lumber products in the several States. "The Scout" also from time to time published editorials advocating the principle of retail lumber dealers trading only with manufacturers, wholesalers, and jobbers who observed the ethics of the trade and refrained from selling lumber and lumber products to consumers, mail-order houses and farmers' cooperative associations and yards, "poachers," and other persons not classified as retail lumber dealers, "The Scout" serving the purpose of a "black list" for Michigan Retail Lumber Dealers' Association and Lumber Secretaries' Bureau of Information.

VII. The Scout Publishing Company was incorporated about July 1, 1910, and elected a president, vice president, secretary, treasurer, and board of directors. It purchased and took over from Michigan Retail Lumber Dealers' Asso-

Lumber Dealers' Association in Lumber Secretaries' Bureau of Information and that association, its officers, and directors contributed to the support and operations of the bureau by payment of dues, contributions of money, and other assistance. The activities of the bureau consisted of—

1. The publication of a bulletin or report containing information theretofore gathered and assembled with reference to manufacturers and wholesale dealers who were supplying the so-called "poachers" who were selling direct to consumers and shipping to customers at points where the said "poachers" had no yards, and who were considered as peddlers; and the manufacturers and wholesalers who ship direct to consumers. The method of compilation and use of the bulletin or report was as follows: A retail lumber dealer, learning of a sale by a wholesaler to a consumer, made complaint in writing to the secretary of the association to which the retailer belonged. The secretary thereupon investigated, ascertained the facts in regard to the complaint, and submitted his report to the board of directors of Lumber Secretaries' Bureau of Information. The latter determined whether the matter should be reported in the next issue of the bulletin and instructed the secretary accordingly. The bulletin when issued was distributed among all the members of the several associations.

2. To cooperate with other retail lumber dealers' associations corresponding to Michigan Retail Lumber Dealers' Association and who were members of Lumber Secretaries' Bureau of Information.

3. To approve and recommend to the several retail lumber dealers' associations the plan and use of "customers' lists."

4. To furnish, by its officers and agents, to The Scout Publishing Company and Arthur L. Holmes, editor thereof, and to George P. Sweet, secretary of Michigan Retail Lumber Dealers' Association, names of wholesalers, manufacturers, and jobbers located outside of the State of Michigan who were selling lumber and lumber products in competition with retail lumber dealers in the State of Michigan, and The Scout Publishing Company published the same in "The Scout," a trade paper to which the members of Michigan Retail Lumber Dealers' Association were subscribers, thereby giving notice to its subscribers that the wholesaler, manufacturer, or

jobber named was violating the ethics of the trade, and the retail dealers in the State of Michigan could and did refuse to buy lumber and lumber products from said manufacturers, wholesalers, and jobbers and have the same shipped into the State of Michigan from points outside thereof.

VI. Michigan Retail Lumber Dealers' Association, prior to July 1, 1910, owned and edited "The Scout," a paper and periodical which was used by the association for the purpose of collecting and circulating to the retail lumber dealers throughout the United States information regarding manufacturers, wholesalers, jobbers, and "poachers" who entered into competition with retail lumber dealers in selling lumber and lumber products to consumers, mail-order houses, farmers' cooperative associations, and others not classified by the association as regular dealers. "The Scout" also collected from the respective secretaries of the various lumber dealers' associations and from Lumber Secretaries' Bureau of Information and from officers and members of Michigan Retail Lumber Dealers' Association, and by other means, the names of those manufacturers, wholesalers, jobbers, and "poachers" who were selling and shipping to consumers, mail-order houses, and farmers' cooperative associations in the State of Michigan and other States, and published them in "The Scout," and sent them to members of the various retail lumber dealers' associations and other dealers in lumber and lumber products in the several States. "The Scout" also from time to time published editorials advocating the principle of retail lumber dealers trading only with manufacturers, wholesalers, and jobbers who observed the ethics of the trade and refrained from selling lumber and lumber products to consumers, mail-order houses and farmers' cooperative associations and yards, "poachers," and other persons not classified as retail lumber dealers, "The Scout" serving the purpose of a "black list" for Michigan Retail Lumber Dealers' Association and Lumber Secretaries' Bureau of Information.

VII. The Scout Publishing Company was incorporated about July 1, 1910, and elected a president, vice president, secretary, treasurer, and board of directors. It purchased and took over from Michigan Retail Lumber Dealers' Asso-

ciation "The Scout," and after that time The Scout Publishing Company edited, published, and circulated "The Scout" among retail lumber dealers in the same manner and for the same objects and purposes as outlined in the preceding paragraph numbered VI. In order to make secure and effective the purposes which "The Scout" was designed to subserve the capital stock of The Scout Publishing Company was taken and owned in large quantities by lumbermen and the various secretaries and members of Lumber Secretaries' Bureau of Information. Defendant Holmes, as vice president of the association and former secretary thereof, has been, since the incorporation of The Scout Publishing Company, editor of "The Scout," and has provided the material used in the publication of the respective issues thereof. To that end he has been active in correspondence with lumber dealers and associations.

VIII. The objects of said combination and conspiracy, which objects are hereby adjudged to be illegal and in violation of the act of Congress aforesaid, were and are—

1. To eliminate or unreasonably restrict competition for the trade of—

- (a) Contractors and builders.
- (b) Mail-order houses.
- (c) Cooperative yards.
- (d) The ultimate consumer, except certain consumers, i. e., United States Government, railroads, elevators, and bridges.

2. To force the ultimate consumer to buy at retail prices from regularly established and recognized retail lumber merchants operating in the vicinity where such lumber is to be used.

3. To prevent any wholesale dealer or manufacturer from quoting prices or selling and shipping to consumers.

IX. Defendants, and each of them, and their officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited, directly or indirectly, from engaging in or carrying into effect the said combination and conspiracy hereby adjudged illegal, and from engaging in or entering into any like combination or conspiracy the effect of which would be to restrain trade or commerce in lum-

ber or lumber products among the several States; and from making any express or implied agreement or arrangement together, or one with another, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestricted flow of interstate commerce in lumber and lumber products from the manufacturer or wholesale dealer to the consumer.

X. Defendants, and each of them, and their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, or confederating with each other, or with others, expressly or impliedly, directly or indirectly.

1. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to any person, firm, or corporation, or other organization not a retail dealer in lumber and lumber products, or not classified or recognized as such retail dealer by the Michigan Retail Lumber Dealers' Association, or the officers or members thereof, or not listed as such retail dealer in the so-called Blue Book and Red Book, published by National Lumber Credit Manufacturers' Corporation and Lumbermen's Credit Association, respectively.

2. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to mail-order houses, cooperative associations, consumers, or any other person, firm, or corporation desiring to purchase.

3. To hinder or prevent any person, firm, corporation, or other organization from buying lumber or lumber products from manufacturers and wholesale dealers.

4. To hinder or prevent any person, firm, corporation, or other organization from buying or selling lumber and lumber products from or to whomsoever he, they, or it may desire.

5. To purchase lumber and lumber products from, or to favor with their custom and patronage, only those manufacturers and wholesale dealers who agree or who have agreed, directly or indirectly, or whose avowed policy it is, to sell,

sons acting under, through, by, or in behalf of them or either of them, or claiming so to act be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

To communicate, directly or indirectly, with any manufacturer, producer, or dealer for the purpose of inducing such manufacturer, producer, or dealer not to sell lumber or lumber products to any person, firm, corporation, association, or other organization not classified or recognized as a manufacturer or wholesale dealer by Michigan Retail Lumber Dealers' Association, National Credit Manufacturers' Corporation, or Lumbermen's Credit Association, or in the Blue Book or the Red Book, or by any other body or person, or in any other publication.

XIV. The petitioner shall have and recover from the defendants its costs.

XV. Michigan Retail Lumber Dealers' Association, its officers and members, are not restrained from maintaining that organization for social or other purposes not inconsistent with this decree and not in violation of law.

Detroit, December 4, 1917.

ARTHUR J. TUTTLE,
United States District Judge.

**UNITED STATES v. COLORADO AND WYOMING LUMBER
DEALERS' ASSOCIATION.**

**IN THE DISTRICT COURT OF THE UNITED STATES, DISTRICT
OF COLORADO.**

In Equity, No. 5749.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

**THE COLORADO AND WYOMING LUMBER DEALERS' ASSOCIATION
AND OTHERS, DEFENDANTS.**

FINAL DECREE.

This cause came on to be heard before Robert E. Lewis, United States district judge, United States of America appearing by G. Carroll Todd, assistant to the Attorney General, Blackburn Esterline, special assistant to the Attorney General and Harry B. Tedrow, United States Attorney, and defendants appearing by L. D. Thomason, Lancaster, Simpson & Purdy, C. D. Joslyn, and L. C. Boyle, their solicitors, and the petitioner having moved the court for a decree in accordance with the prayer of the petition, and the defendants consenting thereto, it was, upon consideration thereof, ordered, adjudged, and decreed as follows, viz:

I. Defendant, The Colorado and Wyoming Lumber Dealers' Association, a corporation organized under the laws of the State of Colorado, with its principal office and place of business at Denver, and The Lumber Secretaries' Bureau of Information, a corporation organized under the laws of the State of Illinois, were, at the time of the filing of the petition, engaged in a combination and conspiracy to restrict and restrain interstate trade and commerce in lumber and lumber products, in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" (26 Stat. 209).

II. Prior to and at the time of filing the petition the lumber trade was, and it now is, divided into the following classes:

1. Manufacturers, who operate at various points in the United States, and who receive logs from the forests and saw them into various sizes and lengths of timber and lumber required by the trade for building and manufacturing purposes and ship such products from the points of manufacture by railroad or steamship lines through and into the various States to the markets where such lumber products are required, including the State of Colorado. The various growths of the different varieties of timber are so distributed that no single State contains all of the varieties demanded and required by the trade. The products of pine timber, known as "yellow pine," are principally from manufacturers located in the States where the timber is grown, i. e., North Carolina, Virginia, Mississippi, Alabama, Arkansas, Texas, and other States; of oak from North Carolina, South Carolina, Missouri, Arkansas, Tennessee, and other States; of maple from Ohio, Indiana, Michigan, Wisconsin, and other northern States; of spruce from Maine, West Virginia, and other States; of fir, red cedar, and redwood from Washington, Oregon, California, and other western States; of red oak from Indiana, Michigan, Minnesota, and other States; of northern pine from Minnesota, Wisconsin, and Michigan; of cypress from Louisiana, Mississippi, and Arkansas, and the products of other special varieties are from manufacturers in various localities and parts of the United States.

2. Wholesalers, who deal in lumber and lumber products and who are usually located at or near large markets or centers of trade, i. e., New York, Chicago, Pittsburgh, Baltimore, St. Louis, Kansas City, and Denver. In some instances the wholesaler maintains a yard for receiving and storing the lumber purchased by him from the manufacturer; in other instances he does not, but handles the manufactured product through orders from customers transmitted by wholesaler to manufacturer.

3. Retailers, who are located in cities and towns in Colorado, Wyoming, northern New Mexico, and other States of the United States, and who receive and store lumber and lumber products purchased either from manufacturer,

wholesaler, or jobber and sell for building or manufacturing purposes in the city, town, or vicinity where the yard is located.

4. Mail-order houses, which are large stores located in Chicago, Davenport, St. Louis, and other large cities in nearly all of the States, which sell lumber and lumber products, as well as other merchandise, direct to the consumer, having purchased the same from the manufacturer, wholesaler, or jobber without the intervention of the retailer.

5. Cooperative associations, who are located in the farming communities of Iowa, Minnesota, Colorado, Utah, Illinois, and other States, which purchase lumber in wholesale lots for the benefit of their own members only (regarded by some as retailers, by others as consumers, and by still others as separate and distinct classes).

6. Consumers, or ultimate users, who are classified by the trade as follows:

(a) The contracting or constructing builder, who uses lumber for building houses, bridges, cofferdams, wharves, and repair and construction work of all kinds.

(b) The converter, or manufacturer, who converts the sawed lumber into furniture and "trim," such as molding, frames, sash, doors, blinds, boxes, and containers.

(c) The United States Government, and in some localities municipalities and railroads.

(d) The small consumer for small building, repair, and construction work.

(e) Cooperative unions of consumers located in country districts.

(f) Mail-order houses.

III. The Colorado and Wyoming Lumber Dealers' Association was, prior to April 17, 1903, a membership association composed of retail lumber dealers in Colorado, Wyoming, and northern New Mexico. It was incorporated on the date named, since which it has carried on business in Colorado and Wyoming. Its membership consists of dealers regularly engaged in the retail lumber trade, carrying an assorted stock reasonably commensurate with the demands of the community in which each is located. They buy lumber and lumber products in various States and receive and sell the same in Colorado, Wyoming, and northern New Mexico.

The association elects officers and directors, has adopted a constitution and promulgated by-laws to manage and control the business, all with the knowledge and approval of the members. The purposes of the organization and its activities are to prevent sales of lumber from manufacturers and wholesalers in the various States to contractors, builders, and other consumers, and to collect and furnish information of such sales to the members of the association and the lumber trade at large.

IV. The Lumber Secretaries' Bureau of Information embraced a membership of secretaries of the various retail lumber dealers' associations who represented the associations. Defendant association was admitted to membership in defendant bureau by the admission of its secretary, H. H. Hemenway, on or about April 16, 1903, and has since remained, and now is, a member. Defendant association did thereby adopt, assent, and subscribe to, and has ever since adopted, assented, and subscribed to the constitution, by-laws, and declaration of purposes and principles of defendant bureau, the activities of which consisted of:

1. Planning ways and means whereby all manufacturers and wholesale dealers in lumber and lumber products should be compelled to market lumber and lumber products only through regular and recognized retail lumber yards located in the various States.

2. The publication of a bulletin, or report, containing information theretofore gathered and assembled with reference to manufacturers and wholesale dealers who were supplying the so-called "poachers," who were selling direct to consumers, and shipping to customers at points where the said "poachers" had no yards, and who were considered as peddlers; and the manufacturers and wholesalers who ship direct to consumers. The method of compilation and use of the bulletin, or report, was as follows: A retail lumber dealer, learning of a sale by a wholesaler to a consumer, made complaint in writing to the secretary of the association to which the retailer belonged. The secretary thereupon investigated, ascertained the facts in regard to the complaint, and submitted his report to the board of directors of Lumber Secretaries' Bureau of Information. The latter determined whether the matter should be reported

in the next issue of the bulletin, and instructed the secretary accordingly. The bulletin when issued was distributed among all the members of the several associations.

3. Cooperating with other retail lumber dealers' associations corresponding to The Colorado and Wyoming Lumber Dealers' Association who were members of the bureau.

4. Approving and recommending to the several retail dealers' associations the plan and use of "customers' lists."

5. Entering into agreements between defendants and wholesale dealers and manufacturers by which they established the rule of conduct of trade that sales and shipments should be confined to manufacturers and wholesale dealers and retail dealers exclusively.

6. Agreeing to exchange and exchanging information by means of letters, lists, memoranda, and verbal statements between the members and officers of the defendant association and the members and officers of the other retail lumber dealers' associations represented in the bureau.

7. Issuing and distributing black lists giving the names of manufacturers and wholesale dealers who sold and shipped lumber or quoted prices for lumber to consumers, contractors and builders, mail-order houses, and farmers' cooperative unions.

8. Maintaining a trade newspaper conducted under the direction of certain retail lumber dealers and their representatives and used by them and defendants as a medium for notifying the lumber trade of the names and particular sales and shipments of dealers who had sold or shipped lumber to persons other than regularly recognized retail lumber dealers.

9. Adopting rules and regulations in regular conventions held by the members of the various associations.

10. Adopting an agreement known as the "code of ethics" in joint conventions attended by representatives of manufacturers, wholesale dealers, and retail dealers, by which code it was agreed that the manufacturers and wholesale dealers should confine their sales and shipments to the regularly recognized retail dealers and that the widest trade publicity should be given to violations of the code.

11. Contributing money and other assistance to detective bureaus and agencies employed to gather and distribute in-

formation of sale, and shipments contrary to the rule established by the code, threatening and intimidating manufacturers and wholesale dealers and certain so-called unethical retail dealers by means of letters, lists, memoranda, verbal statements, and publications, by which threats and intimidation the trade of the manufacturers and wholesale dealers was intended to be confined, interfered with, and restrained.

12. Directing classifications of the lumber trade to and through the lumber credit books known as the Blue Book, published by National Lumber Credit Manufacturers' Corporation, St. Louis, Mo., and the Red Book, published by Lumbermen's Credit Association, Chicago, by which manufacturers and wholesalers are guided in their business, and which classification confined the allowance of credit to retail yard dealers who complied with the rules of defendant association.

13. Maintaining and perpetuating the aforesaid regulations and rules of conduct by the preparation of the "customers' lists," which are made up annually, and show manufacturers and wholesalers from whom the members of the defendant association purchased their supplies. Such "customers' lists" have been and are exchanged with other associations and the members thereof, with a view to furnishing the entire retail trade with a list of manufacturers and wholesalers who have consented to abide by and to conduct their business in accordance with the arbitrary classification of the lumber trade.

V. The objects of said combination and conspiracy, which objects are hereby adjudged to be illegal and in violation of the act of Congress aforesaid, were and are—

1. To eliminate or unreasonably restrict competition for the trade of—

- (a) Contractors and builders;
- (b) Mail-order houses;
- (c) Cooperative yards;
- (d) The ultimate consumer, except certain consumers, i. e., United States Government, railroads, elevators, and bridges.

2. To force the ultimate consumer to buy at retail prices from regularly established and recognized retail lumber

merchants operating in the vicinity where such lumber is to be used.

3. To prevent any wholesale dealer or manufacturer from quoting prices or selling and shipping to consumers.

VI. Defendants, and each of them, and their officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited, directly or indirectly, from engaging in or carrying into effect the said combination and conspiracy hereby adjudged illegal, and from engaging in or entering into any like combination or conspiracy the effect of which would be to restrain trade or commerce in lumber or lumber products among the several States; and from making any express or implied agreement or arrangement together, or one with another, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestricted flow of interstate commerce in lumber and lumber products from the manufacturer or wholesale dealer to the consumer.

VII. Defendants, and each of them, and their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, or confederating with each other, or with others, expressly or impliedly, directly or indirectly—

1. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to any person, firm, corporation, or other organization not a retail dealer in lumber and lumber products, or not classified or recognized as such retail dealer by the Colorado and Wyoming Lumber Dealers' Association, or the officers or members thereof, or not listed as such retail dealer in the so-called Blue Book and Red Book, published by National Lumber Credit Manufacturers' Corporation and Lumbermen's Credit Association, respectively.

2. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to mail-order houses,

formation of sale, and shipments contrary to the rule established by the code, threatening and intimidating manufacturers and wholesale dealers and certain so-called unethical retail dealers by means of letters, lists, memoranda, verbal statements, and publications, by which threats and intimidation the trade of the manufacturers and wholesale dealers was intended to be confined, interfered with, and restrained.

12. Directing classifications of the lumber trade to and through the lumber credit books known as the Blue Book, published by National Lumber Credit Manufacturers' Corporation, St. Louis, Mo., and the Red Book, published by Lumbermen's Credit Association, Chicago, by which manufacturers and wholesalers are guided in their business, and which classification confined the allowance of credit to retail yard dealers who complied with the rules of defendant association.

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2. To force the ultimate consumer to buy at retail prices from regularly established and recognized retail lumber

merchants operating in the vicinity where such lumber is to be used.

3. To prevent any wholesale dealer or manufacturer from quoting prices or selling and shipping to consumers.

VI. Defendants, and each of them, and their officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited, directly or indirectly, from engaging in or carrying into effect the said combination and conspiracy hereby adjudged illegal, and from engaging in or entering into any like combination or conspiracy the effect of which would be to restrain trade or commerce in lumber or lumber products among the several States; and from making any express or implied agreement or arrangement together, or one with another, like that hereby adjudged illegal, the effect of which would be to prevent the free and unrestricted flow of interstate commerce in lumber and lumber products from the manufacturer or wholesale dealer to the consumer.

VII. Defendants, and each of them, and their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, or confederating with each other, or with others, expressly or impliedly, directly or indirectly—

1. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to any person, firm, corporation, or other organization not a retail dealer in lumber and lumber products, or not classified or recognized as such retail dealer by the Colorado and Wyoming Lumber Dealers' Association, or the officers or members thereof, or not listed as such retail dealer in the so-called Blue Book and Red Book, published by National Lumber Credit Manufacturers' Corporation and Lumbermen's Credit Association, respectively.

2. To hinder or prevent manufacturers of or wholesale dealers in lumber and lumber products from selling or shipping the same in interstate commerce to mail-order houses,

cooperative associations, consumers, or any other person, firm, or corporation desiring to purchase.

3. To hinder or prevent any person, firm, corporation, or other organization from buying lumber or lumber products from manufacturers and wholesale dealers.

4. To hinder or prevent any person, firm, corporation, or other organization from buying or selling lumber and lumber products from or to whomsoever he, they, or it may desire.

5. To purchase lumber and lumber products from, or to favor with their custom and patronage, only those manufacturers and wholesale dealers who agree or who have agreed, directly or indirectly, or whose avowed policy it is, to sell, distribute, or market their products through the medium of retail dealers only and not also through mail-order houses, cooperative associations, consumers, or other persons, firms, or corporations.

VIII. Defendants, and each of them, their agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

1. To boycott, blacklist, or threaten with loss of custom or patronage any manufacturer or wholesale dealer engaged in interstate commerce of lumber and lumber products, for having sold, or being about to sell, lumber or lumber products to mail-order houses, cooperative associations, consumers, or to any other person, firm, or corporation engaged in the business of retail dealing in lumber and lumber products, or to any other person, firm, or corporation.

2. To intimidate or coerce manufacturers or wholesale dealers in lumber or lumber products into selling only to such persons, firms, corporations, or other organizations as are classified or recognized by the Colorado and Wyoming Lumber Dealers' Association, or the Blue Book or the Red Book as legitimate retail dealers.

3. To do, or to refrain from doing, anything the purpose or effect of which is to hinder or prevent, by boycott, blacklist, threat, intimidation, coercion, or withdrawal or threat-

ened withdrawal of patronage or custom any person, firm, corporation or other organization from buying or selling lumber or lumber products wherever, whenever, from whomsoever, and at whatsoever prices may be agreed upon by the seller and purchaser.

IX. Defendants, and each of them, and their directors, officers, agents, servants, and employees and all other persons acting under, through, by, or in behalf of them or either or any of them, or claiming so to act, be and they are hereby, perpetually enjoined, restrained, and prohibited, from publishing or distributing or causing to be published or distributed or aiding in the publication or distribution of—

1. The names of any manufacturers or wholesale dealers, or any list or lists of any manufacturers or wholesale dealers, who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is to confine sales of lumber and lumber products to persons, firms, corporations, or other organizations engaged in the business of retail dealing in lumber and lumber products; or who are listed, or may be listed in said Blue Book and said Red Book, or any book, pamphlet, publication, or periodical, or list of like character, as manufacturers or wholesale dealers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is not to sell lumber and lumber products to persons, firms, corporations, or other organizations, who are not engaged in the business of retail dealing in lumber and lumber products.

2. The names of any retail dealers, or any list or lists of retail dealers, who agree or have agreed, expressly or implied, directly or indirectly, or whose avowed policy it is to purchase lumber or lumber products from, or favor with their patronage and custom, only those manufacturers or wholesale dealers who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is to sell, distribute, or market their products through the medium of the retail dealers only, or who agree or have agreed, expressly or impliedly, directly or indirectly, or whose avowed policy it is not to sell, distribute, or market their products directly to mail-order houses, cooperative associations, consumers, or any other persons whomsoever.

3. The names of any manufacturers of or wholesale dealers in lumber and lumber products who have been or are selling or shipping lumber or lumber products to any person, firm, corporation, or other organization not classified or recognized by the Colorado and Wyoming Lumber Dealers' Association, or its officers or members, as legitimate retail dealers, or who are not listed in the Blue Book or the Red Book as retail dealers, or the names of any manufacturers or wholesale dealers from whom any such person, firm, corporation, or other organization has been, is, or is supposed to be purchasing or receiving lumber or lumber products.

X. Defendants, and each of them, and their directors, officers, agents, servants, and employees, and all other persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing with each other, or with others, expressly or impliedly, directly or indirectly—

To communicate, directly or indirectly, with any manufacturer, producer, or dealer for the purpose of inducing such manufacturer, producer, or dealer not to sell lumber or lumber products to any person, firm, corporation, association, or other organization not classified or recognized as a manufacturer or wholesale dealer by the Colorado and Wyoming Lumber Dealers' Association, National Credit Manufacturers' Corporation, or Lumbermen's Credit Association, or in the Blue Book or the Red Book, or by any other body or person, or in any other publication.

XI. The petitioner shall have and recover from the defendants its costs.

XII. The Colorado and Wyoming Lumber Dealers' Association, its officers and members, are not restrained from maintaining that organization for social or other purposes not inconsistent with his decree and not in violation of law.

DENVER, December 29, 1917.

ROBERT E. LEWIS,
United States District Judge.

PART II.

CRIMINAL CASES.

1

2

UNITED STATES v. GREENHUT ET AL.

50 Fed. 469.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

UNITED STATES

v.

GREENHUT ET AL.

The United States attorney reports:

In the Greenhut case no formal order was entered quashing the indictment. The only entry is of May 16, 1892, reading as follows: "*Nelson, J.* Opinion, indictment quashed."

UNITED STATES v. CORNING ET AL.

51 Fed. 205.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
OHIO.**

April term, A. D. 1892, to wit, June 11, 1892.

Present: Hon. A. J. Ricks, United States district judge.

No. 2276.

THE UNITED STATES

v.

W. H. CORNING AND J. E. FRENCH ET AL.

This cause came on to be heard upon the application of the district attorney, Allan T. Brinsmade, for a warrant of removal for the defendants to the district of Massachusetts; and having been argued by counsel, and being fully considered by the court, it is now ordered that said application be refused, and that the defendants be discharged from custody; to all of which the district attorney, on behalf of the United States, then and there excepts.

IN RE TERRELL.

51 Fed. 213.

AT A STATED TERM OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE POST-OFFICE BUILDING IN THE CITY, COUNTY, AND STATE OF NEW YORK, ON JUNE 30, 1892.

Present: Hon. E. Henry Lacombe, circuit judge.

IN THE MATTER OF THE PETITION OF HERBERT L. TERRELL.

Upon reading and filing the petition of Herbert L. Terrell, verified June 14, 1892, and the writs of habeas corpus and certiorari thereupon issued directed to Hon. John W. Jacobus, marshal of the United States in the southern district of New York, and Hon. John A. Shields, United States commissioner, now after hearing Elihu Root, Esq., and Thomas Thacher, Esq., counsel for said Herbert L. Terrell, in support of an application for the discharge of said Terrell from custody, the said Terrell having been produced before this court by said marshal in obedience to said writ of habeas corpus, and after hearing Edward Mitchell, Esq., United States attorney, in opposition to said application, and due deliberation having been had, it is

Ordered, That said Herbert L. Terrell be, and he hereby is, discharged and set free from the custody in which he is held as shown in his said petition and said returns.

E. H. LACOMBE.

IN RE GREENE

52 Fed. 104.

UNITED STATES CIRCUIT COURT FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION.

IN RE LEWIS H. GREENE.

No. 4543.

* * * * *

The conclusion of the court is that the petitioner, Louis H. Greene, should be discharged, and it is accordingly so ordered and adjudged.

July 30, 1892.

HOWELL E. JACKSON,
Circuit Judge.

UNITED STATES v. NELSON.

52 Fed. 646.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MINNESOTA.**

No. 1408.

UNITED STATES

v.

NELSON.

The United States attorney reports:

The indictment was returned and filed January 20, 1892. On June 29, 1892, a demurrer to the indictment was interposed and argued and submitted.

On October 10, 1892, an opinion sustaining the demurrer was filed by Judge Nelson, and the last and final order was the filing of the opinion sustaining the demurrer, which is reported in 52 Fed. 646.

UNITED STATES v. PATTERSON ET AL.

55 Fed. 605; 59 Fed. 280.

**UNITED STATES CIRCUIT COURT, DISTRICT OF
MASSACHUSETTS.**

No. 1215, October term, 1894.

THE UNITED STATES

v.

JOHN H. PATTERSON AND OTHERS.

November 10, 1894, *nolle prosequi*.

"The United States will no further prosecute this indictment."

SHERMAN HOAR,
United States Attorney.

UNITED STATES v. AGLAR.

62 Fed. 824.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF INDIANA.**

**May term, 1894. September 7, 1894.
Before the Hon. John H. Baker, judge.**

No. 9062.

UNITED STATES

v.

HIRAM AGLAR.

Comes now Frank B. Burke, Esq., attorney for the United States, and the defendant in person, and by Henry N. Spann, his attorney, also comes, and this cause having been submitted upon the evidence to the court, and the court being sufficiently advised now finds that said defendant is guilty of the contempt charged. And thereupon the court doth suspend sentence and judgment herein during the good behavior of said defendant.

UNITED STATES v. CASSIDY ET AL.

67 Fed. 688.

**DISTRICT COURT OF THE UNITED STATES, NORTHERN
DISTRICT OF CALIFORNIA.**

February term. Monday, July 1, 1895.

Court met pursuant to adjournment. Present, the Hon. Thos. P. Hawley, United States district judge, District of Nevada, presiding; H. S. Foote, Esq., United States attorney, the clerk and marshal, and thereupon the following proceedings were had, viz:

No. 3059.

THE UNITED STATES OF AMERICA

v.

JOHN CASSIDY ET AL.

In this case, on motion of H. S. Foote, Esq., United States attorney, it is ordered that a nolle prosequi as to each and every defendant be and the same is hereby entered herein and further ordered that the bail of each defendant be and the same is hereby exonerated.

UNITED STATES v. MOORE ET AL.

85 Fed. 465.

**IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF UTAH.**

THE UNITED STATES OF AMERICA, PLAINTIFF,

v.

F. H. MOORE ET AL., DEFENDANTS.

JUDGMENT.

This cause having come on regularly for trial on the 10th day of November, 1896, Hon. W. L. Maginnis, assistant United States attorney, assisted by C. C. Dey, Esq., appearing for the United States, and Messrs. Robert Harkness, Waldemar Van Cott, and George Sutherland appearing for said defendant, whereupon a jury was duly empaneled and sworn to try the issues joined herein, and witnesses on the part of plaintiff and defendant sworn and examined. And the said jurors having heard the evidence, arguments of counsel, and instructions of the court, retired to consider of their verdict herein. And afterwards, and on the 11th day of November, 1896, said jurors, upon their oaths, returned the following verdict: "We, the jury, find the defendants, E. L. Carpenter, F. H. Moore, Daniel Wolstenholme, V. V. Morris, Frank Halm, Simon Bamberger, L. C. Miller, W. J. Wolstenholme, C. S. Martin, T. R. Ellerbeck, D. J. Sharp, H. P. Mason, and W. J. Montgomery, guilty in manner and form as in and by this indictment they stand charged, and recommend them to the mercy of the court. H. G. Park, foreman."

Wherefore, by virtue of the law and by reason of the premises aforesaid, it is considered, ordered, and adjudged

by the court that the defendant, James M. Moore, indicted as F. H. Moore, pay unto the United States of America the sum of \$200 as a fine, together with one-half of all the costs of this cause, taxed at the sum of \$88.60; and let execution issue therefor.

MOSES HALLETT, *Judge.*

Dated November 19, 1896.

(NOTE.—The United States attorney reports: The above case was afterwards appealed to the United States Circuit Court of Appeals for the Eighth Circuit, where the judgment of the lower court was reversed without costs to either party, with the order that the same be remanded with directions to dismiss the indictment. Mandate filed April 19, 1898. Can find no entry showing order dismissing case.)

UNITED STATES v. FEDERAL SALT CO.

At a stated term of the District Court of the United States of America for the Northern District of California, held at the courtroom in the city and county of San Francisco, on Thursday, the 14th day of May, A. D. 1903.

Present: The Hon. John J. De Haven, judge.

No. 4088.

THE UNITED STATES OF AMERICA

v.

FEDERAL SALT COMPANY, DEFENDANT.

JUDGMENT ON PLEA OF GUILTY TO FIRST COUNT OF INDICTMENT.

Marshall B. Woodworth, United States attorney, and the defendant by its counsel, H. M. Wright, came into court. The defendant, through Mr. Wright, its counsel, was duly informed by the court of the nature of the indictment filed on the 28th day of February, 1903, charging it with the offense of monopolizing and attempting to monopolize and entering into contracts in restraint of the trade and commerce in salt; of its plea of guilty to the first count of the indictment;

And no sufficient cause being shown or appearing to the court why judgment should not be pronounced against it, thereupon the court rendered its judgment:

That whereas the said Federal Salt Company, having been convicted in this court of conducting and maintaining throughout the United States of America, and between and among the several States and Territories thereof, and with foreign nations, a trade and commerce in salt, and monopolizing and attempting to monopolize same;

It is therefore ordered, adjudged, and decreed **that said Federal Salt Company be, and it is hereby, sentenced to pay a fine of one thousand (1,000) dollars.**

JOHN J. DE HAVEN,
United States District Judge,
Northern District of California.

UNITED STATES v. ARMOUR & CO. ET AL.

142 Fed. 808.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.**

No. 3626.

UNITED STATES v. ARMOUR & Co., ET AL.

JUDGE S. H. BETHEA.

Comes the United States by James H. Wilkerson, Esq., United States attorney, and declines to further prosecute this suit against the said defendant, whereupon it is ordered by the court that a nolle prosequi be and hereby is entered and that the defendant, Armour & Co., go hence without day.

February 25, 1913.

UNITED STATES v. MacANDREWS & FORBES CO. ET AL.

149 Fed. 823; 149 Fed. 836; 212 U. S. 585.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES

v.

THE MACANDREWS AND FORBES COMPANY, J. S. YOUNG COM-
PANY, KARL JUNGBLUTH AND HOWARD E. YOUNG.

(Docket entry.)

January 10, 1907:

Trial concluded. Verdict, MacAndrews and Forbes
Company guilty on first and third counts, not guilty as to
second count.

J. S. Young Company guilty on first and third counts,
not guilty as to second count.

Karl Jungbluth not guilty.

Howard E. Young not guilty.

January 17, 1907:

MacAndrews and Forbes Company sentenced to pay a
fine of five thousand dollars on first count and five thou-
sand dollars on third count.

J. S. Young Company sentenced to pay a fine of four
thousand dollars on first count and four thousand dollars
on third count.

January 15, 1909:

Mandate, United States Supreme Court. Writ of error
dismissed as to MacAndrews and Forbes Company.

Mandate, United States Supreme Court. Writ of error
dismissed as to J. S. Young Company.

Order on mandate.

**UNITED STATES v. VIRGINIA-CAROLINA CHEMICAL COM-
PANY ET AL.**

163 Fed. 66.

At a regular term of the United States Circuit Court for the Middle District of Tennessee, begun and holden at the customhouse in the city of Nashville, Tenn., upon the first Monday of April, 1908, present and presiding the Hon. Horace H. Lurton, circuit judge, and the Hon. John E. McCall, judge of the district court, sitting by designation, the following proceedings were had, to-wit, Wednesday, September 23, 1908:

No. 963.

THE UNITED STATES

v.

VIRGINIA-CAROLINA CHEMICAL COMPANY ET AL.

This cause came on to be heard at a former day of this term, on motions to quash the summons served upon corporation defendants which are citizens and residents of States other than Tennessee, and have no agents or place of business in Tennessee; on the demurrers of certain individuals defendants and domestic and foreign corporations, having agents and doing business in Tennessee and on pleas in abatement interposed by the defendants who also demurred—it being agreed that the defenses interposed might be heard and disposed of without regard to the order of pleading—whereupon after hearing oral argument of counsel and fully considering briefs submitted on the questions involved, the court is of the opinion and doth so order and adjudge that the motions to quash, made by certain defendants upon the

ground that the service does not show that it was made upon the proper officer of the corporation or company, be allowed, which is done and the motion of Swift & Co., of Illinois, to quash the summons upon the ground that the service as to them was had or made upon a party not in any way connected with Swift & Co., is allowed, but the motions to quash the summons and service on other nonresident corporation defendants are disallowed and it is so ordered and adjudged, and it is further ordered and adjudged that the demurrers filed herein, be and the same are overruled and the court is further of the opinion and doth so order and adjudge that the pleas in abatement heretofore filed be allowed and that the indictment be quashed as to all defendants filing pleas in abatement, to wit: Samuel T. Morgan, Forterque Whittle, Frank B. Dancy, Frank E. Wilcox, J. Rice Smith, Austin B. Carpenter, Charles H. McDowell, Charles G. Wilson, Frank Burbidge, William J. McCormack, Augustus D. Adair, James D. McCarty, William De C. Kessler, James G. Tinsley, William D. Rhea, William L. Peel, Abram C. Read, Isaac Mayo Read, Frank S. Royster, Charles F. Burroughs, A. J. Ives, T. Porter Fleming, T. Garland Tinsley. Tennessee Chemical Company, National Fertilizer Company, Read Phosphate Company, Armour & Company, and Federal Chemical Company of Kentucky, and it further appearing to the court, that the Attorney General of the United States, does not deem it advisable to undertake further prosecution in this case, it is on motion of the United States district attorney, ordered and adjudged that the indictment in this case be discontinued and dismissed as to the following defendants, viz: The Virginia-Carolina Chemical Company, of New Jersey; the Acme Manufacturing Company, of North Carolina; the Alabama Chemical Company, of New Jersey; the Anderson Phosphate and Oil Company of South Carolina; the Ashepoo Fertilizer Company of South Carolina; the Blackshear Manufacturing Company of Georgia; the Etiwan Fertilizer Company of South Carolina; the Furman Farm Improvement Company of Georgia; the Goulding Fertilizer Company, Limited, of Great Britain and Ireland; the Goulding Fertilizer Company of Florida; the Gulfport Cotton Oil, Fertilizer and Manufacturing Company of Georgia; the Home Mixture Guana Company of Georgia;

the Jackson Fertilizer Company of Mississippi; the Marietta Fertilizer Company of Georgia; the Meridian Fertilizer Factory of Mississippi; the New Orleans Acid and Fertilizer Company of New Jersey; the Old Dominion Guano Company of Georgia; the Planters Chemical Company of Alabama; the F. S. Royster Company of Virginia; the Savannah Guano Company of Georgia; the Southern States Phosphate and Fertilizer Company of Georgia; the Standard Chemical and Oil Company of Alabama; the Standard Guano and Chemical Manufacturing Company of Louisiana; the Tennessee Valley Fertilizer of Alabama; Fred G. Brown, president and treasurer of the Anderson Phosphate and Oil Company; George Braden, president of the Federal Chemical Company of Delaware.

It is therefore ordered that as to the indictment in this case, all the defendants named as such therein, go hence without day, and that their several respective sureties be and are hereby released from all obligations assumed under any recognizances heretofore entered into for and on their behalf.

Enter this. McCall, J.

Enter John J. Vertrees, counsel for the defendant.

[September 23, 1908.]

UNITED STATES v. AMERICAN ICE CO. ET AL.

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

No. 25334.

Indicted for conspiracy.

UNITED STATES

v.

AMERICAN ICE COMPANY, SAMUEL A. KIMBERLY, GEORGE F.
HOOVER, CHAPIN-SACKS MANFG. CO., ARTHUR A. CHAPIN,
SAMUEL C. REDMAN.

and

No. 25335.

Indicted for violation sec. 3, act July 2, 1890.

UNITED STATES

v.

AMERICAN ICE COMPANY, SAMUEL A. KIMBERLY,
GEORGE F. HOOVER.

and

No. 25236.

Indicted for violation sec. 3, act July 2, 1890.

UNITED STATES

v.

AMERICAN ICE COMPANY, SAMUEL A. KIMBERLY, GEORGE F.
HOOVER, CHAPIN-SACKS MANFG. CO., ARTHUR A. CHAPIN,
SAMUEL C. REDMAN.

Now comes here the attorney of the United States and says
that he will not further prosecute the above indictments;
whereupon it is considered by the court that the defendants
therein go thereof without day.

**UNITED STATES v. F. A. AMSDEN LUMBER COMPANY
ET AL.**

MEMORANDUM.

Copies of the judgments in this case not being available, the following is taken from the report of the United States Attorney for the district of Oklahoma:

There were four indictments returned in the District Court, Territory of Oklahoma, against the Amsden Company and others, two on May 4, 1906, and two on December 8, 1906, all of which were taken on change of venue from Woods County to Grant County, Oklahoma, and there entered on the dockets as indictments numbered 68, 69, 70, and 71.

September 25, 1907, the defendants plead guilty to indictment No. 68, and fines aggregating \$2,000 were imposed. The other three indictments, being but different statements of the same offense, were dismissed.

**UNITED STATES v. CHANDLER ICE & COLD STORAGE
PLANT ET AL.**

MEMORANDUM.

A copy of the judgment or order making final disposition of the case of *United States v. Chandler Ice & Cold Storage Plant and others*—an indictment returned on September 19, 1906, in the district court, Territory of Oklahoma, charging a combination to apportion territory in the sale of ice—is not available.

In a letter dated February 27, 1909, the United States attorney at Guthrie, Oklahoma, reported that this case was not brought to trial prior to the admission of Oklahoma to statehood, and that, in view of the decision of the Circuit Court of Appeals for the eighth circuit in the case of *Moore v. United States*, 85 Fed. 465 (in which it was held that a case under section 3 of the Sherman Act pending in the Territory of Utah lapsed upon Utah becoming a State, for the reason that section 3 was no longer applicable), the case of *United States v. Chandler Ice & Cold Storage Plant et al.* was dismissed.

UNITED STATES v. ALFRED M. GLOYD ET AL.

MEMORANDUM.

A copy of the judgment or order making final disposition of the case of *United States v. Alfred M. Gloyd and others*—an indictment returned on September 21, 1906, in the district court, Territory of Oklahoma, charging a combination to maintain prices and restrict competition in the sale of lumber—is not available.

In a letter dated February 27, 1909, the United States attorney at Guthrie, Oklahoma, reported that this case was not brought to trial prior to the admission of Oklahoma to statehood, and that, in view of the decision of the Circuit Court of Appeals for the eighth circuit in the case of *Moore v. United States*, 85 Fed., 465 (in which it was held that a case under section 3 of the Sherman Act pending in the Territory of Utah lapsed upon Utah becoming a State, for the reason that section 3 was no longer applicable), the case of *United States v. Alfred M. Gloyd et al.* was dismissed.

UNITED STATES v. CHANDLER ICE & COLD STORAGE
PLANT ET AL.

MEMORANDUM.

A copy of the judgment or order making final disposition of the case of *United States v. Chandler Ice & Cold Storage Plant and others*—an indictment returned on September 19, 1906, in the district court, Territory of Oklahoma, charging a combination to apportion territory in the sale of ice—is not available.

In a letter dated February 27, 1909, the United States attorney at Guthrie, Oklahoma, reported that this case was not brought to trial prior to the admission of Oklahoma to statehood, and that, in view of the decision of the Circuit Court of Appeals for the eighth circuit in the case of *Moore v. United States*, 85 Fed. 465 (in which it was held that a case under section 3 of the Sherman Act pending in the Territory of Utah lapsed upon Utah becoming a State, for the reason that section 3 was no longer applicable), the case of *United States v. Chandler Ice & Cold Storage Plant et al.* was dismissed.

UNITED STATES v. ALFRED M. GLOYD ET AL.

MEMORANDUM.

A copy of the judgment or order making final disposition of the case of *United States v. Alfred M. Gloyd and others*—an indictment returned on September 21, 1906, in the district court, Territory of Oklahoma, charging a combination to maintain prices and restrict competition in the sale of lumber—is not available.

In a letter dated February 27, 1909, the United States attorney at Guthrie, Oklahoma, reported that this case was not brought to trial prior to the admission of Oklahoma to statehood, and that, in view of the decision of the Circuit Court of Appeals for the eighth circuit in the case of *Moore v. United States*, 85 Fed., 465 (in which it was held that a case under section 3 of the Sherman Act pending in the Territory of Utah lapsed upon Utah becoming a State, for the reason that section 3 was no longer applicable), the case of *United States v. Alfred M. Gloyd et al.* was dismissed.

UNITED STATES v. T. H. HOGG ET AL.

MEMORANDUM.

A copy of the judgment or order making final disposition of the case of *United States v. Hogg and others*—an indictment returned on December 8, 1906, in the District Court, Territory of Oklahoma, charging a combination and conspiracy in restraint of trade and commerce in the sale of lumber—is not available.

In a letter dated February 27, 1909, the United States attorney at Guthrie, Oklahoma, reported that this case was not brought to trial prior to the admission of Oklahoma to statehood, and that, in view of the decision of the Circuit Court of Appeals for the Eighth Circuit in the case of *Moore v. United States*, 85 Fed. 465 (in which it was held that a case under section 3 of the Sherman Act pending in the Territory of Utah lapsed upon Utah becoming a State, for the reason that section 3 was no longer applicable), the case of *United States v. Hogg et al.* was dismissed.

UNITED STATES v. PEOPLE'S ICE & FUEL COMPANY.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date January 5, 1907, Hon.
Edward Kent, judge, presiding.

688. •

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

PEOPLES ICE AND FUEL COMPANY, A CORPORATION.

At this day, after the noon recess, comes again J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf, and the said defendant in the person of F. M. Avis, its president, and by G. P. Bullard, Esq., its attorney, also comes. And the jurors being duly called by the clerk all answering to their names and being all now here present and in the jury box, the trial of the issue herein joined is resumed.

And thereupon comes the further evidence on the part of the Government and the testimony of F. M. Avis is resumed and concluded, after which H. J. McClung and C. H. Dunlap are sworn and testify. Paul Brizard is recalled and testifies, and J. Howard Wood and Perry N. Williams are sworn and testify on the part of the Government and the Government rests. And thereupon the said defendant moves the court to instruct the jury to return a verdict of not guilty, and the jurors being admonished by the court as heretofore are excluded from the court room during the argument, and on motion of G. P. Bullard, Esq., the appearance of L. H.

Chalmers, Esq., as associate attorney for defendant for the purpose of the argument on defendant's motion is entered herein. And thereupon the motion to direct a verdict is argued by counsel and considered, and the said jurors returning into the jury box being called by the clerk and all answering to their names, the motion is by the court granted for the reason that there is a variance between the proof and the indictment, and the said jurors are by the court directed to return a verdict of not guilty because of such variance. And thereupon the said jurors under direction of the court as aforesaid, without leaving their jury box return to the court their verdict which is ordered recorded by the court and is in words and figures as follows, to-wit: "United States of America, plaintiff against Peoples Ice and Fuel Company, a corporation, defendant. Verdict. We the jury impaneled and sworn in the above entitled action upon our oath do find the defendant not guilty. H. F. DeWinton, Foreman." And the verdict being so received and recorded is read to the said jurors by the clerk and they all replying that it is their verdict the same is accepted by the court and the said jurors are discharged from the further consideration of this case and the said defendant is discharged as to this indictment.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date October 17, 1907, Hon.
Edward Kent, judge, presiding.

683.

Entering into a contract and combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

W. B. LOUNT.

At this day comes J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf, and the said defendant in his own proper person and by G. P. Bullard, Esq., and L. H. Chalmers, Esq., his attorneys, also comes.

And thereupon this cause coming on for further hearing on the plea in bar of the said defendant is argued further by the United States attorney, at the conclusion of which, and being now fully advised in the premises, the court sustains the plea in bar of the said defendant, and it is ordered by the court that this case be dismissed as to the said W. B. Lount, and that his bond be exonerated.

UNITED STATES v. DEMUND LUMBER CO. ET AL.

**IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.**

Minute entries appearing of date December 15, 1906, Hon.
Edward Kent, judge, presiding.

684.

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

H. W. RYDER ET AL.

At this day comes J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf, and the said defendant H. W. Ryder in his own proper person and by Walter Bennett, Esq., and G. P. Bullard, Esq., his attorneys, also comes.

And thereupon this cause coming on for trial on the issue raised by said defendant's plea in bar, the United States attorney confesses that as to this defendant said plea in bar is well taken and sufficient to entitle him to immunity from prosecution, and on his motion

It is ordered by the court that this cause be, and the same is hereby, dismissed as to the said defendant H. W. Ryder.

684.

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

H. P. DE MUND ET AL.

At this day comes J. L. B. Alexander, United States attorney, who prosecutes the pleas of the Government in this

behalf, and the said defendant H. P. De Mund in his own proper person and by L. H. Chalmers, Esq., and G. P. Bullard, Esq., his attorneys, also comes.

And thereupon this cause coming on for trial before the court without a jury on the issue raised by the plea in bar of the said H. P. De Mund, the said H. P. De Mund is sworn and testifies in his own behalf and Exhibits 1 and 2 are introduced in evidence and filed by the clerk, and thereupon W. C. Rinard is sworn and testifies on said defendant's behalf and defendant rests, after which Edward Eisele, C. M. Sturgess, and F. T. Pomeroy are sworn and testify on the part of the Government and Exhibits A, B, and C are introduced and filed in evidence and the Government rests. Defendant De Mund is then called and testifies in rebuttal, and J. L. B. Alexander is sworn and testifies on the part of the Government in surrebuttal, at the conclusion of which and the arguments of counsel, and being now fully advised in the premises, the court finds that the facts presented are sufficient in law to entitle the said H. P. De Mund to the immunity claimed and that his plea in bar should be sustained; and

It is thereupon ordered by the court that this indictment be, and the same is hereby, dismissed as to the said H. P. De Mund.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date January 3, 1907, Hon. Edward Kent, judge, presiding.

684

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

DEMUND LUMBER COMPANY, A CORPORATION.

At this day after a short recess comes again J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf, and the said defendant, in

the person of H. P. DeMund, its president, and by L. H. Chalmers, Esq., and G. P. Bullard, Esq., its attorneys, also comes.

And the said jurors being duly called by the clerk, all answering to their names and being all now here present and in the jury box, the trial of the issue herein joined is resumed.

And the court having considered the motion of the said defendant to instruct the jury to return a verdict for the defendant and being now fully advised in the premises doth grant said motion, and therefore the said jurors, under instruction of the court and without leaving their jury box, return their verdict, which is by the court ordered recorded, and is in words as follows, to wit: "The United States of America, plaintiff, v. DeMund Lumber Company, defendant. Verdict. We, the jury duly impaneled and sworn in the above entitled action, upon our oaths do find for the defendant. A. E. Egly, Foreman." And the verdict being so received and recorded is read to the said jurors by the clerk, and they all replying that it is their verdict, it is accepted by the court, and the said jurors are discharged from the further consideration of this case, and it is ordered by the court that the said defendant be discharged.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entries appearing of date May 9, 1907, Hon.
Edward Kent, judge, presiding.

084

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

VALLEY LUMBER COMPANY, A CORPORATION.

At this day comes J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf, and the said defendant in the person of P. Corpstein, its president, and by A. C. Baker, Esq., and G. P. Bullard, Esq., its attorneys, also comes.

And the said jurors being called by the clerk, all answering to their names and being all now here present and in the jury box, the trial of the issue herein joined is resumed. And the court having considered the motion of the defendant to instruct the jury to return a verdict of not guilty and being now fully advised in the premises doth grant said motion. Whereupon the said jurors, without leaving the jury box under instructions of the court, return their verdict, which is by the court ordered recorded by the clerk, and is in words as follows, to wit: "United States of America, plaintiff, against Valley Lumber Company, a corporation, defendant. Verdict. We, the jury duly impaneled and sworn in the above entitled action, upon our oaths do find the defendant not guilty. G. W. French, Foreman." And the verdict being so received and recorded is read to the said jurors by the clerk, and they all replying that it is their verdict, is accepted by the court and the said jurors are discharged from the further consideration of this case.

It is therefore ordered, adjudged, and decreed by the court that the said defendant of and from the premises in the indictment specified be discharged and go hence hereof without day, to which ruling of the court the United States by the United States attorney duly excepts.

684.

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

T. W. CHAMBERLAIN LUMBER COMPANY, A CORPORATION.

At this day, on motion of J. L. B. Alexander, Esq., United States attorney, who prosecutes the pleas of the Government in this behalf—

It is ordered by the court that this cause be and the same is hereby dismissed as to this defendant.

**UNITED STATES v. PHOENIX WHOLESALE MEAT AND
PRODUCE COMPANY ET AL.**

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date January 8, 1907, Hon.
Edward Kent, judge, presiding.

685.

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

**P. T. HURLEY, S. J. TRIBOLET, AND PHOENIX WHOLESALE
MEAT AND PRODUCE COMPANY, A CORPORATION.**

At this day, during the testimony of P. T. Hurley, one
of the defendants herein, on motion of J. L. B. Alexander,
Esq., United States attorney, it is ordered by the court that
this case be dismissed as to him for the reason that he is
entitled to immunity, having been called as a witness for
the Government.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date January 9, 1907, Hon.
Edward Kent, judge, presiding.

686.

Entering into a combination in form of trust, etc.

UNITED STATES OF AMERICA

v.

**S. J. TRIBOLET, PHOENIX WHOLESALE MEAT AND PRODUCE
COMPANY, A CORPORATION.**

At this day comes J. L. B. Alexander, Esq., United States
attorney, who prosecutes the pleas of the Government in
this behalf, and the said defendant S. J. Tribolet in his

own proper person, and the defendant Phoenix Wholesale Meat and Produce Company, a corporation, in the person of S. J. Tribolet, its president, and by Thos. Armstrong, jr., Esq., and G. P. Bullard, Esq., their attorneys, also come.

And thereupon come again the said jurors in charge of their bailiffs, are called by the clerk, and all answering to their names and being all now here present in the jury box return to the court their verdict, which is ordered recorded and is in words as follows, to wit: "United States of America, plaintiff, against S. J. Tribolet and Phoenix Wholesale Meat and Produce Company, a corporation, defendants. Verdict: We, the jury, duly empaneled and sworn in the above-entitled action, upon our oath do find the defendant Phoenix Wholesale Meat and Produce Company, a corporation, not guilty, and the defendant S. J. Tribolet guilty. Frederick Webb, foreman." And the verdict being so received and recorded and the jurors replying to the court that it is their verdict, the same is accepted by the court and the jury discharged from the further consideration of this case.

And thereupon it is ordered by the court that the said defendant the Phoenix Wholesale Meat and Produce Company, a corporation, of and from the premises in this indictment specified, be discharged and go hence hereof without day.

IN THE UNITED STATES DISTRICT COURT FOR THE THIRD
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.

Minute entry appearing of date January 12, 1907, Hon. Edward Kent, judge, presiding.

685.

Convicted of entering into a combination in form of trust and into a conspiracy in restraint of trade and commerce in the Territory of Arizona.

UNITED STATES OF AMERICA, PLAINTIFF,
v.

S. J. TRIBOLET, DEFENDANT.

The defendant being present in open court, in person and by his counsel, Thos. Armstrong, jr., Esq., and G. P. Bullard, Esq.; J. L. B. Alexander, Esq., the United States at-

Produits Resineaux, a corporation; Spencer P. Shotter and J. F. Cooper Myers, in the above stated case, having on this day by their counsel, Adams & Adams, Walter G. Charlton, and Geo. W. Owens, entered pleas of guilty to the first count of the indictment in the above case, in open court:

It is thereupon considered, ordered, and adjudged by the court, that each of the said defendants, S. P. Shotter Company, Paterson-Downing Company, The Standard Naval Stores Company, Societe Anonyme des Produits Resineaux, Spencer P. Shotter and J. F. Cooper Myers pay a fine of five thousand dollars, and that in addition thereto all of the said defendants jointly pay the costs of prosecution.

In open court, this February 18, 1907.

EMORY SPEER,
United States Judge.

THE UNITED STATES,
v.
S. P. SHOTTER CO. ET AL.

ORDER TO NOL-PROS CERTAIN DEFENDANTS.

The defendants, S. P. Shotter Company, Paterson-Downing Company, The Standard Naval Stores Company, Societe Anonyme des Resineaux, Spencer P. Shotter and J. F. Cooper Myers in the above stated case, having on the 18th day of February, 1907, entered their several pleas of guilty to the first count of said indictment, and the court having imposed sentences thereon,

Upon motion of Alexander Akerman, assistant United States attorney, it is ordered by the court that a nolle prosequi be and the same is hereby entered in said case as to the remaining defendants, to-wit: Atlantic Investment Company, a corporation; National Transportation & Terminal Company, a corporation; Globe Naval Stores Company, a corporation; Alexander Knight, J. E. Driscoll, E. S. Trosdal, H. A. Schroeder, Harry H. Bruen, Carl Moller, and Herman Weibert.

In open court, this 19th day of February, 1907.

EMORY SPEER,
United States Judge.

UNITED STATES v. AMERICAN SEATING CO. ET AL

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT
OF ILLINOIS.**

No. 3796.

UNITED STATES

v.

AMERICAN SEATING COMPANY, ET AL.

JUDGE E. M. LANDIS.

May 20, 1907. Comes the United States by Edwin W. Sims, Esq., district attorney, come also the defendants, American Seating Company, A. H. Andrews Co., Superior Mfg. Co., Owensboro Seating & Cabinet Co., Southern Seating & Cabinet Co., Cincinnati Seating Co., Friedman Seating Co., and H. C. Voght Sons & Co., by their attorneys, and the said defendants having heretofore entered their pleas of nolo contendere to the indictment filed herein against them, and the defendant Frederick A. Holbrook having heretofore pleaded guilty to the indictment herein, and said Frederick A. Holbrook now appearing in his own proper person and the court, having heard the evidence by the parties adduced and arguments of counsel and being fully advised in the premises, finds said defendants guilty as charged in the indictment. Whereupon the said defendants being asked by the court if they have or either of them has anything to say why the sentence and judgment of the court should not be pronounced upon them, and said defendants showing no good and sufficient reasons why sentence and judgment should not be pronounced: It is therefore ordered and adjudged by the court that the defendant American Seating Company forfeit and pay to the United States a fine in the sum of \$5,000; that the defendant A. H. Andrews Co. for-

feit and pay to the United States a fine in the sum of \$5,000; that the defendant Superior Manufacturing Co. forfeit and pay to the United States a fine in the sum of \$1,000; that the defendant Owensboro Seating & Cabinet Co. forfeit and pay to the United States a fine in the sum of \$750; that the defendant Southern Seating & Cabinet Co. forfeit and pay to the United States a fine in the sum of \$1,500; that the defendant Cincinnati Seating Co. forfeit and pay to the United States a fine in the sum of \$2,000; that the defendant Friedman Seating Co. forfeit and pay to the United States a fine in the sum of \$500; that the defendant H. C. Voght Sons & Co. forfeit and pay to the United States a fine in the sum of \$500; that the defendant Frederick A. Holbrook forfeit and pay to the United States a fine in the sum of \$5,000; and that execution issue for said fines.

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS.

No. 3796.

UNITED STATES

v.

AMERICAN SEATING COMPANY ET AL.

JUDGE CARPENTER.

January 27, 1913. Comes the United States by James H. Wilkerson, Esq., United States attorney, and on his motion and for good and sufficient reasons to the court shown, it is ordered by the court that this cause be and the same is hereby dismissed as to the defendant E. H. Stafford Mfg. Co.

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS.

No. 3797.

UNITED STATES

v.

AMERICAN SEATING COMPANY ET AL.

JUDGE K. M. LANDIS.

May 20, 1907. Comes the United States by Edwin W. Sims, Esq., district attorney, come also the defendants,

American Seating Company, A. H. Andrews Co., Illinois Refrigerator Co., Peabody School Furniture Co., Haney School Furniture Co., Hudson School Furniture Co., Owensboro Seating & Cabinet Co., Minneapolis Office and School Furniture Co., by their attorneys, and the said defendants having heretofore entered their pleas of nolo contendere to the indictment filed herein against them, and the defendant Frederick A. Holbrook having heretofore pleaded guilty to the indictment herein, and said Frederick A. Holbrook now appearing in his own proper person, and the court having heard the evidence by the parties adduced and arguments of counsel and being fully advised in the premises finds the said defendants guilty as charged in the indictment. Whereupon the said defendants being asked by the court if they have or either of them has anything to say why the sentence and judgment of the court should not be pronounced upon them, and said defendants showing no good and sufficient reasons why sentence and judgment should not be pronounced, it is therefore

Ordered and adjudged by the court that the defendant American Seating Co. forfeit and pay to the United States a fine in the sum of \$5,000; that the defendant A. H. Andrews Co. forfeit and pay to the United States a fine in the sum of \$5,000; that the defendant Illinois Refrigerator Co. forfeit and pay to the United States a fine in the sum of \$1,750; that the defendant Peabody School Furniture Co. forfeit and pay to the United States a fine in the sum of \$1,000; that the defendant Haney School Furniture Co. forfeit and pay to the United States a fine in the sum of \$5,000; that the defendant Hudson School Furniture Co. forfeit and pay to the United States a fine in the sum of \$500; that the defendant Owensboro Seating & Cabinet Co. forfeit and pay to the United States a fine in the sum of \$750; that the Minneapolis Office & School Furniture Co. forfeit and pay to the United States a fine in the sum of \$2,250; and that the defendant Frederick A. Holbrook forfeit and pay to the United States a fine in the sum of \$5,000, and that execution issue for said fines.

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.

No. 3797.

UNITED STATES

v.

AMERICAN SEATING COMPANY ET AL.

JUDGE CARPENTER.

January 27, 1918. Comes the United States by James H. Wilkerson, Esq., United States attorney, and on his motion and for good and sufficient reasons to the court shown, it is ordered by the court that this cause be and the same is hereby dismissed as to the defendant E. H. Stafford Manufacturing Company.

UNITED STATES v. SANTA RITA STORE COMPANY.

113 Pac. 620.

**DISTRICT COURT OF THE TERRITORY OF NEW MEXICO,
THIRD DISTRICT.**

No. 1356.

Conspiracy in Restraint of Trade.

UNITED STATES OF AMERICA

v.

**SANTA RITA STORE COMPANY AND SANTA RITA MINING
COMPANY.**

Comes now the United States of America by W. H. H. Llewellyn, Esq., its district attorney, and come the defendants, Santa Rita Store Company and Santa Rita Mining Company, by W. B. Childers and Harlee & Barnes, their attorneys, and file herein a motion for a new trial in this cause, and this cause is heard by the court on said motion; the court having heard read said motion and being fully advised in the premises, after having heard the arguments of counsel doth overrule and deny the same.

It is therefore considered and ordered by the court that the defendants' motion for a new trial be, and the same hereby is, overruled and denied, to which ruling of the court the defendants then and there except.

And now come the defendants by their attorneys and file herein their motion in arrest of judgment herein; and this cause is heard before the court on said motion; the court having heard read said motion, having heard the arguments of counsel and being well and fully advised in the premises, doth overrule and deny the same.

It is therefore considered and ordered by the court that the said defendants' motion in arrest of judgment be, and the same is hereby, overruled and denied, to which ruling of the court the defendants then and there except.

Now the defendants nothing further say why the judgment and sentence of the court should not now be pronounced, whereupon it is considered and ordered by the court and it is the judgment and sentence of the court that each of said defendants, to wit, the Santa Rita Store Company and the Santa Rita Mining Company, do pay to the United States of America a fine in the penal sum of \$1,000.

It is further considered and ordered by the court and it is the further judgment and sentence of the court that the said defendants, to wit, the Santa Rita Store Company and the Santa Rita Mining Company, do pay the costs of this prosecution to be taxed.

And now the said defendants by their said attorneys move the court for an appeal from the judgment and sentence of this court in this cause to the Supreme Court of the Territory of New Mexico; and the court, having heard the same and being fully advised in the premises, doth grant the same.

It is therefore ordered by the court that the said motion for an appeal in this cause from the judgment and sentence of this court to the Supreme Court of the Territory of New Mexico be, and the same is hereby, granted.

It is further ordered by the court here that a supersedeas bond be granted in this cause pending said appeal upon each of the said defendants, giving a good and sufficient bond herein within ten days from and after this date in the sum of \$2,000, conditioned for their appearance to answer and abide by any judgment that may be rendered on said appeal.

FRANK W. PARKER,

Associate Justice, Judge, etc.

[Entered April 15, 1907.]

NOTE.—The foregoing judgment of the lower court was subsequently reversed by the Supreme Court of the Territory of New Mexico on the ground that the facts proved at the trial did not show a combination or conspiracy in restraint of trade. (118 Pac. 620.) The United States attorney reports that no further order or judgment was entered in the case after the opinion was handed down January 26, 1911.

**UNITED STATES v. NATIONAL UMBRELLA FRAME CO.
ET AL.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF PENNSYLVANIA.**

Before Holland, J.; 25 June sessions, 1907.

July 9, 1910. And now, all and singular the premises being seen and by the court here fully understood, it is considered and adjudged that the defendant, the National Umbrella Frame Company, pay to the United States a fine of \$1,000, and that it further pay one-third the costs of prosecution.

July 9, 1910: And now, all and singular the premises being seen and by the court here fully understood, it is considered and adjudged that the defendant, the Newark Rivet Works, pay to the United States a fine of \$1,000, and that it further pay one-third the costs of prosecution.

July 9, 1910. And now, all and singular the premises being seen and by the court here fully understood, it is considered and adjudged that the defendant, the Newark Tube & Metal Works, pay to the United States a fine of \$1,000, and that it further pay one-third the costs of prosecution.

UNITED STATES v. STAFFORD MANUFACTURING CO.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT
OF ILLINOIS.**

Nos. 3844 and 3845.

**UNITED STATES
v.
E. H. STAFFORD MFG. CO. ET AL.**

JUDGE CARPENTER.

**January 3, 1912. Come the parties by their attorneys and
on motion it is ordered by the court that this be and it is
hereby stricken from the trial calendar.**

**UNITED STATES v. ONE HUNDRED AND SEVENTY-FIVE
CASES OF CIGARETTES.**

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DISTRICT OF VIRGINIA.

THE UNITED STATES OF AMERICA

v.

ONE HUNDRED SEVENTY-FIVE CASES OF CIGARETTES.

This proceeding, brought by the United States of America by information, coming on to be heard upon the motion of the district attorney of the United States for the Eastern District of Virginia, and it appearing that after the seizure of the 175 cases of cigarettes, as set out in said information. British-American Tobacco Company, Limited, appeared as claimant, and upon execution and filing of the bond required, said 175 cases of cigarettes described in the information were delivered to it.

Now, upon said motion of the plaintiff, United States of America, made by said United States district attorney for the Eastern District of Virginia, and the consent of British-American Tobacco Company, Limited, as claimants as aforesaid.

It is ordered, adjudged, and decreed by the court that the said information and proceeding be and is hereby dismissed: and that the delivery of the said 175 cases of cigarettes to British-American Tobacco Company, Limited, claimant, be and it is hereby made absolute; and that the bond given by said British-American Tobacco Company, Limited, hereinbefore referred to, be and it is hereby canceled, and the clerk of this court be and he is hereby directed to mark the same canceled, and to give the necessary certificate thereof to the said British-American Tobacco Company, Limited, and the surety on said bond.

EDMUND WADDILL, Jr.,
United States District Judge.

Norfolk, Va., January 31, 1913.

UNITED STATES v. CORBETT STATIONERY CO.

**IN THE UNITED STATES DISTRICT COURT FOR THE FIRST
JUDICIAL DISTRICT, TERRITORY OF ARIZONA.**

Minute entry appearing of date November 6, 1908, Hon.
John H. Campbell, judge, presiding.

C-1925.

UNITED STATES OF AMERICA

VS.

**THE H. D. CORBETT STATIONERY COMPANY, A CORPORATION,
ET AL., DEFENDANTS.**

This case having been continued from yesterday's session of this court, come now the same parties hereto, and come also the jurors herein, their names are called, and all answering thereto, respectively, the further trial of the case proceeds as follows: The Government rested its case. Whereupon counsel for the defendants herein, upon behalf of all of said defendants, moved the court to direct the jury to return a verdict of "not guilty" as to each of said defendants. Argument of the respective counsel was had, and the matter being fully submitted to the court, and the court being fully advised in the premises, does deny said motion, to which ruling of the court each of the defendants, through its and their counsel, excepts. The defendants then, to maintain upon their part the issue herein, called as witnesses the following named persons, to-wit: F. E. A. Kimball, F. M. Walker, and J. M. Jacobs, who were duly sworn, examined, and cross-examined, and also introduced a certain exhibit, and thereupon the defendants rested their case. There being no further testimony offered on either side, and the evidence being

closed, argument of the respective counsel was had, and the court instructed the jury, the charge being taken down in shorthand by William F. Cooper, a phonographic reporter, and said case being fully submitted, the jury retire in charge of John H. Martin, bailiff, an officer of this court, first duly sworn for that purpose, to consider of their verdict. And subsequently said jurors return into court, in charge of said officer, their names are called, and all answering thereto, respectively, upon being asked if they have agreed upon a verdict, through their foreman, reply that they have, and thereupon, through their foreman, present their verdict. Whereupon said verdict was ordered recorded as follows:

"United States of America *v.* The H. D. Corbett Stationery Company, a corporation, J. M. Jacobs, Samuel Jacobs, and F. E. A. Kimball, defendants. No. C-1925.

"We, the jury, duly impaneled and sworn in the above-entitled cause, upon our oaths do find the defendants not guilty.

"H. P. GREENFIELD, *Foreman.*"

And the clerk, inquiring of said jurors whether such is their verdict, they say that it is and so say they all. Whereupon said jury was ordered discharged from the case.

It is further ordered that a judgment of acquittal be entered herein and that the bail bonds of the defendants herein be exonerated.

UNITED STATES v. UNION PACIFIC COAL COMPANY.

173 Fed. 737.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH.

No. 1124.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

UNION PACIFIC COAL COMPANY ET AL., DEFENDANTS.

JUDGMENT.

At this day come the parties hereto by their respective attorneys, H. E. Booth, United States attorney, appearing for said plaintiff, and P. L. Williams and C. S. Varian appearing for said defendants. Waiver of privilege of being present at the time sentence and judgment is pronounced is filed by defendants. Whereupon, it is considered, ordered, and adjudged by the court that the defendants Union Pacific Coal Company, a corporation; Union Pacific Railroad Company, a corporation; Oregon Short Line Railroad Company, a corporation; and James M. Moore do each pay a fine of \$3,000 and defendant Everett Buckingham pay a fine of \$1,000 to the United States; and that the costs of the prosecution amounting to the sum of \$195.80 be taxed against the defendant Union Pacific Coal Company, a corporation, and let execution issue therefor.

It is further ordered by the court that the bonds on appeal be fixed at the sum of \$3,000 each for defendants Union Pacific Coal Company, a corporation; Union Pacific Railroad Company, a corporation; Oregon Short Line Railroad Company, a corporation; and James M. Moore, and at the sum of \$1,000 for defendant Everett Buckingham.

JOHN A. MARSHALL, *Judge.*

Dated March 29, A. D. 1909.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH.

No. 1124.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

UNION PACIFIC COAL COMPANY ET AL., DEFENDANTS.

ORDER OF DISMISSAL.

At this day comes Hiram E. Booth, United States district attorney, and says that he will no further prosecute the pleas of the United States in this behalf.

Wherefore, it is considered, ordered, and adjudged by the court that the said defendants, Union Pacific Coal Company, Union Pacific Railroad Company, Oregon Short Line Railroad Company, James M. Moore, and Everett Buckingham, of and from the premises in the indictment herein specified, be discharged and go hence hereof without day, and that they and their sureties of and from their recognizance in this behalf be fully and finally discharged.

JOHN A. MARSHALL, *Judge.*

Dated March 21, 1910.

UNITED STATES v. CHAS. L. SIMMONS ET AL.

**DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF ALABAMA.**

Thursday morning, December 1, A. D. 1910. Present:
Hon. Harry T. Toulmin, judge, presiding.

No. 3245.

THE UNITED STATES

VERSUS

**CHARLES L. SIMMONS, THOMAS J. YOUNG, ROBERT E. LUTZ,
LAWRENCE J. LEAHY, SAMUEL D. COPELAND, WILLIAM A.
COPELAND, JAMES A. MULVEY, THOMAS WAGNER, WILLIAM
LUDLOW, ALEXANDER S. PEARCE, FRANK G. FARNO, AHRENS
& OTT MANUFACTURING COMPANY.**

This day comes the United States by their attorney, Wm. H. Armbrecht, and also come the defendants Charles L. Simmons, Thomas J. Young, Robert E. Lutz, Lawrence J. Leahy, Samuel D. Copeland, William A. Copeland, James A. Mulvey, Thomas Wagner, William Ludlow, Alexander S. Pearce, Frank G. Farno, in their own proper persons, and the defendant Ahrens & Ott Manufacturing Company, a corporation, by its duly authorized representative, and being arraigned each pleads guilty: It is therefore ordered and adjudged by the court that the defendant Ahrens & Ott Manufacturing Company be and is hereby sentenced to pay a fine of one hundred dollars (\$100) and the costs of the case as to it, and that each of the other eleven defendants be and are hereby sentenced to pay a fine of fifteen dollars (\$15) each, and the costs of the case as to each, and that defendants stand committed until fines and costs are paid.

UNITED STATES v. RAY ET AL.

CIRCUIT COURT OF THE UNITED STATES, EASTERN DISTRICT OF LOUISIANA.

VERDICTS.

Nos. 2553 and 2554.

UNITED STATES v. E. J. RAY ET AL.

The jurors impaneled in this cause, to wit, Charles Benjamin, James C. Campbell, Gabe Filleul, Joseph P. Fleury, E. A. Pilsbury, Bernard Grehan, F. Jordan, J. F. Marshall, Marcel Montreuil, Joseph Burke, George S. Scratchley, and E. Moulton, having remained in charge of the marshal, this day appeared in open court and delivered a sealed verdict which was opened and read by the clerk in their presence and in presence of the accused, James E. Porter, I. G. Wynn, Jacob Klundt, Alexander Paul, Joseph Alexander, Alfred Nedd, Thomas Wall, Ed. Wiley, G. L. Weidie, W. T. Moore, H. A. Logan, M. McCoy, E. Edgar, D. Norckam, James Thomas, Jules Derbigny, J. Morehead, B. C. Davis, C. J. Homes, L. Kelley, H. Mayers, C. R. Drakeman, William King, R. Hayard, William Harrison, E. P. Damonds, David Collins, Allen James, Philip Pearsaw, E. J. Brown, William Koshler, P. Nuss, J. B. Marque, jr., E. G. Leithman, Louis Sohner, W. J. Ryder, Nelson Frazier, Dennis Frahey, J. B. Roussell, Edgar White, John H. Dassel, W. C. Copping, George Durrive, Jacob Kerth, Charles Girard, Alexander Lambert, Joseph Sabatier, Edward Marshall, Patrick Markey, A. J. Ellis, E. S. Swan, Ethan Duffy, T. P. Woodland, James Byrnes, Rufus M. Ruiz, John T. Callahan, Fred Brewer, George Harris, W. D. Miller, J. H. Reilley, J. E. De Wint, and John Young, and their counsel and of the counsel for the United States, and it is in words and figures following, to wit:

No. 2553. United States vs. E. J. Ray et als.

NEW ORLEANS, LA., 1/24/11.

We the jury find the following defendants guilty: James Byrnes, Phil Pearsaw, and E. S. Swan.

(Signed) E. PILSBURY, *Foreman*.

NEW ORLEANS, LA., 1/24/11.

We the jury find all other defendants named in this indictment not guilty.

(Signed) E. PILSBURY, *Foreman*.

No. 2554. United States vs. E. J. Ray et als.

NEW ORLEANS, LA., *Jan'y 24/1911.*

We, the jury, find the defendants not guilty.

(Signed) E. PILSBURY, *Foreman*.

Whereupon, it was ordered by the court that the said verdicts be recorded, and it is done accordingly; and it was further ordered that the said jury be discharged from further consideration of the cause.

And the court considering the verdict of guilty as aforesaid under indictment No. 2553, against James Byrnes, Philip Pearsaw, and E. S. Swan, it is ordered that the said defendants be remanded.

And the court considering the verdict of not guilty as to the other defendants in indictment No. 2553, and all and singular the premises being seen and understood by the court, now here, it is ordered and adjudged that the said defendants, to wit, James E. Porter, I. G. Wynn, Jacob Klundt, Alexander Paul, Joseph Alexander, Alfred Nedd, Thomas Wall, Ed. Wiley, G. L. Weidie, W. T. Moore, H. A. Logan, M. McCoy, E. Edgar, D. Norckam, James Thomas, Jules Derbigny, J. Morehead, B. C. Davis, C. J. Homes, L. Kelley, H. Mayers, C. R. Drakeman, William King, R. Hayward, William Harrison, E. P. Damonds, David Collins, Allen James, E. J. Brown, William Koehler, P. Nuss, J. B. Marque, jr., E. G. Leithman, Louis Sohner, W. J. Ryder, Nelson Frazier, Dennis Frahey, J. B. Roussell, Edgar White, John H. Dassel, W. C. Copping, George Durrive, Jacob Kerth, Charles Girard, Alexander Lambert, Joseph Sabatier, Edward Marshall, Patrick Markey, A. J. Ellis, Ethan Duffy, T. P. Woodland, Rufus M. Ruiz, John T. Callahan, Fred Brewer, George Harris, W. D. Miller, J. H. Reilley, J.

E. De Wint, and John Young, be discharged and that they depart without day in this behalf.

And the court considering the verdict of not guilty as aforesaid under indictment No. 2554 as to all of the defendants, and all and singular the premises being seen and understood by the court, now here, it is ordered and adjudged that the said defendants, to wit, James E. Porter, I. G. Wynn, Jacob Klundt, Alexander Paul, Joseph Alexander, Alfred Nedd, Thomas Wall, Ed. Wiley, G. L. Weidie, W. T. Moore, H. A. Logan, M. McCoy, E. Edgar, D. Norckam, James Thomas, Jules Derbigny, J. Morehead, B. C. Davis, C. J. Homes, L. Kelley, H. Mayers, C. R. Drakeman, William King, R. Hayward, William Harrison, E. P. Damonds, David Collins, Allen James, Philip Pearsaw, E. J. Brown, William Koehler, P. Nuss, J. B. Marque, jr., E. G. Leithman, Louis Sohner, W. J. Ryder, Nelson Frazier, Dennis Frahey, J. B. Roussell, Edgar White, John H. Dassel, W. C. Copping, George Durrive, Jacob Kerth, Charles Girard, Alexander Lambert, Joseph Sabatier, Edward Marshall, Patrick Markey, A. J. Ellis, E. S. Swan, Ethan Duffy, T. P. Woodland, James Byrnes, Rufus M. Ruiz, John T. Callahan, Fred Brewer, George Harris, W. D. Miller, J. H. Reilley, J. E. De Wint, and John Young, be discharged and that they depart without day in this behalf.

CIRCUIT COURT OF THE UNITED STATES, FIFTH CIRCUIT,
AND EASTERN DISTRICT OF LOUISIANA, NEW ORLEANS
DIVISION.

November term, 1910. New Orleans, Tuesday, January 31, 1911.

Court met pursuant to adjournment. Present: Hon. William I. Grubb, district judge.

No. 2553.

UNITED STATES v. E. J. RAY ET ALs.

The defendants herein, James Byrnes, Philip Pearsaw, and E. S. Swan, having been heretofore duly indicted and arraigned and afterwards tried, and on the 24th day of January, 1911, having been found guilty by verdict of the jury of the offenses preferred against them for knowingly, wilfully, and unlawfully combining, conspiring, confederat-

ing, and agreeing together and among themselves to restrain the trade and commerce of the United States with foreign nations, and knowingly, wilfully, and unlawfully engaging in a certain unlawful combination and conspiracy together and among themselves in restraint of the trade and commerce of the United States with foreign nations, and particularly with the foreign trade and commerce of the Central American Steamship Company, engaged in foreign trade and commerce, between the city of New Orleans, State of Louisiana, and Puerto Cortes, Republic of Spanish Honduras, by means of compelling and ordering a certain labor organization of the city of New Orleans known as the Coal Wheelers' Union, Local No. 45, and the individual members thereof, to refrain from doing and performing certain acts, to wit, the said James Byrnes, Philip Pearsaw, and E. S. Swan knowingly, wilfully, wrongfully, and unlawfully combining, conspiring, confederating, and agreeing together and among themselves to knowingly, wilfully, wrongfully, and unlawfully, through and under the guise of the Dock and Cotton Men's Council of New Orleans, Louisiana, ordering and compelling the said Coal Wheelers' Union, Local No. 45, and the individual members of same, to refuse to coal the steamship *Habil* and to refuse to load and place on said steamship *Habil* any coal at all, and particularly the coal contracted for by said Central American Steamship Company with the firm of W. G. Coyle and Company, in order to restrain, and for the purpose of restraining, the trade and commerce of the United States with a foreign nation, to wit, the Republic of Spanish Honduras, in violation of the act of Congress of July 2, 1890.

And the said James Byrnes, Philip Pearsaw, and E. S. Swan being this day present in court, accompanied by their counsel, were called to the bar of the court for sentence for the offenses committed against the laws of the United States as set out and charged in the said indictment, and being asked by the court if they or either of them had anything to say why sentence should not be pronounced against them, or either of them, they failed to urge any reason, good and sufficient in law, why sentence should not be imposed;

And the law and the evidence being in favor of and justifying this judgment,

It is considered, ordered, adjudged, and decreed by this court, by reason of such law and evidence, and by reason of the verdict of guilty by the jury herein rendered as aforesaid, that the said James Byrnes do pay a fine of ten (\$10) dollars and the costs of prosecution, and to stand committed until said fine and costs are paid; and that the said Philip Pearsaw and E. S. Swan do each pay a fine of fifty (\$50) dollars and the costs of prosecution, and that they each stand committed until said fine and costs are paid,

It is further ordered that the United States marshal for this district do carry this sentence into effect.

Thus done and signed in open court, January 31, 1911.

(Signed) W. I. GRUBB, *Judge*.

DISTRICT COURT OF THE UNITED STATES, EASTERN DISTRICT OF LOUISIANA.

February term, 1913. New Orleans, Friday, April 25, 1913.

Court met pursuant to adjournment. Present Hon. Rufus E. Foster, judge.

No. 2553.

UNITED STATES

v.

E. J. RAY ET ALS.

MOTION AND ORDER MAKING JUDGMENT EXECUTORY.

On motion of Charlton R. Beattie, United States attorney, and on suggesting to the court the mandate of the United States Circuit Court of Appeals for the Fifth Circuit, issued and sent down in case No. 2184 of the docket of the said court of appeals, affirming the judgment of this court in the above entitled and numbered cause, and which mandate is now on file in this court and made part hereof.

It is now ordered that said mandate be spread upon the minutes of this court, and the judgment of this court in the above entitled and numbered cause be, and is hereby decreed to be, final and executory.

UNITED STATES v. STIEFVATER ET AL.

**UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
LOUISIANA, NEW ORLEANS DIVISION.**

No. 2555.

UNITED STATES

v.

JOSEPH STIEFVATER ET ALS.

On motion of W. J. Waguespack, assistant United States attorney for the eastern district of Louisiana, and on showing to the court that the United States no longer desires to prosecute this case,

It is ordered, that a nolle prosequi be herein entered and that all of the defendants herein be discharged and their bonds cancelled.

[June 25, 1910.]

UNITED STATES v. NAVAL STORES CO. ET AL.

186 Fed. 592; 172 Fed. 455; 229 U. S. 373.

UNITED STATES CIRCUIT COURT, EASTERN DIVISION,
SOUTHERN DISTRICT OF GEORGIA.

Indictment No. 346.

Indictment for conspiracy to restrain and monopolize trade and commerce. Violation act of July 2, 1890. Filed, April 11, 1908. Plea of not guilty, April 27, 1909.

THE UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

PLEA.

And now comes the United States, by Alexander Akerman, assistant United States attorney, and W. M. Toomer, special assistant United States attorney, and the defendants likewise come by Messrs. Adams & Adams, Garrard & Mel-drim, and W. W. Mackall, their attorneys, and having waived arraignment the defendants were put to plead, and pleaded not guilty to the charges preferred against them.

VERDICT.

We, the jury, find the defendants Edmund S. Nash, Spencer P. Shotter, J. F. Cooper Myers, Carl Moller, Geo. Meade Boardman guilty on first and second counts, and C. J. DeLoach not guilty. So say we all.

E. P. NOYES, *Foreman*.

SAVANNAH, GA., *May 10, 1909.*

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

UNITED STATES

v.

AMERICAN NAVAL STORES CO. ET AL.

The jury having returned a verdict of "guilty" against the defendant Edmund S. Nash, whereupon it is considered, ordered, and adjudged by the court that the said defendant,

Edmund S. Nash, pay a fine of three thousand (\$3,000) dollars and one-fifth of the cost of prosecution, to be taxed by the clerk, and that he be imprisoned in the common jail of Chatham County, Georgia, until said fine and costs be paid, or until he is otherwise discharged by law.

In open court, this 14th day of May, A. D. 1909.

WM. B. SHEPPARD,
United States Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

The jury having returned a verdict of guilty against the defendant, Carl Moller, whereupon it is considered, ordered, and adjudged by the court that the said defendant, Carl Moller, pay a fine of five thousand (\$5,000) dollars and one-fifth of the costs of prosecution, to be taxed by the clerk, and that he be imprisoned in the common jail of Chatham County, Georgia, until said fine and costs be paid, or until he is otherwise discharged by law.

In open court, this the 14th day of May, A. D. 1909.

WM. B. SHEPPARD,
United States Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

The jury having returned a verdict of "guilty" against the defendant, George Meade Boardman, whereupon it is considered, ordered, and adjudged by the court that the said defendant, George Meade Boardman, pay a fine of two thousand (\$2,000) dollars and one-fifth of the costs of prosecution, to be taxed by the clerk, and that he be imprisoned in

the common jail of Chatham County, Georgia, until said fine and costs be paid, or until he is otherwise discharged by law.

In open court, this 14th day of May, A. D. 1909.

WM. B. SHEPPARD,
United States Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

The jury having returned a verdict of "guilty" against the defendant, Spencer P. Shotter, whereupon it is considered, ordered, and adjudged by the court that the said defendant, Spencer P. Shotter, be imprisoned in the common jail of Chatham County for the term of three months; and that he pay a fine of five thousand (\$5,000) dollars, and one-fifth of the costs of prosecution to be taxed by the clerk, and that he remain imprisoned in said jail until said fine and costs be paid or until he is otherwise discharged by law.

In open court, this May 14, A. D. 1909.

WM. B. SHEPPARD,
United States Judge.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

The jury having returned a verdict of "guilty" against the defendant, J. F. Cooper Myers, whereupon it is considered, ordered, and adjudged by the court that the said defendant, J. F. Cooper Myers, be imprisoned in the common jail of Chatham County, Georgia, for the term of three (3) months; that he pay a fine of two thousand five hundred (\$2,500) dollars and one-fifth of the costs of prosecution, to be taxed by the clerk, and that he remain imprisoned in

said jail until said fine and costs be paid or until he is otherwise discharged by law.

In open court, this May 14, 1909.

WM. B. SHEPPARD,
United States Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

No. 607. (Old Circuit Court No. 346.)

Violation Sherman Anti-Trust Law.

THE UNITED STATES

v.

E. S. NASH, GEORGE MEADE BOARDMAN, J. F. C. MYERS,
CARL MOLLER AND SPENCER P. SHOTTER.

ORDER OF NOLLE PROSEQUI.

It appearing to the court, on the representation of the United States attorney, that the Attorney General has authorized an order of nolle prosequi as to the defendant, George Meade Boardman, it is, upon motion of said United States attorney, ordered that a nolle prosequi be, and the same is hereby, entered as to the defendant George Meade Boardman in the above stated case.

This 14th day of March, 1914.

WM. B. SHEPPARD,
United States Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.

No. 607. (Old Circuit Court No. 346.)

Violation Sherman Anti-Trust Law.

THE UNITED STATES

v.

AMERICAN NAVAL STORES COMPANY ET AL.

VERDICT OF THE JURY.

We, the jury, find the defendants not guilty.

This 1st day of June, 1914.

W. E. CRAMER, *Foreman.*

UNITED STATES v. JOHN H. PARKS ET AL.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

JOHN H. PARKS ET AL.

(Docket entry.)

June 19, 1908:

Stroock & Stroock appearing for the defendant corporations pleads guilty. Adjourned to June 22nd for sentence.

June 22, 1908:

Allen Brothers Company sentenced to pay a fine of two thousand dollars.

Analomink Paper Company sentenced to pay a fine of two thousand dollars.

Bayless Pulp & Paper Company sentenced to pay a fine of two thousand dollars.

Bedford Pulp & Paper Company sentenced to pay a fine of two thousand dollars.

Brownville Paper Company sentenced to pay a fine of two thousand dollars.

Champion Paper Company sentenced to pay a fine of two thousand dollars.

Central Paper Company sentenced to pay a fine of two thousand dollars.

Continental Paper Bag Company sentenced to pay a fine of two thousand dollars.

DeGrasse Paper Company sentenced to pay a fine of two thousand dollars.

The Dexter Sulphite Pulp & Paper Company sentenced to pay a fine of two thousand dollars.

Detroit Sulphite Pulp & Paper Company sentenced to pay a fine of two thousand dollars.

Fletcher Paper Company sentenced to pay a fine of two thousand dollars.

Gould Paper Company sentenced to pay a fine of two thousand dollars.

Hartye Paper Manufacturing Company sentenced to pay a fine of two thousand dollars.

The Island Paper Company sentenced to pay a fine of two thousand dollars.

Island Paper Company sentenced to pay a fine of two thousand dollars.

The Jefferson Paper Company sentenced to pay a fine of two thousand dollars.

Newton Falls Paper Company sentenced to pay a fine of two thousand dollars.

Orono Paper & Pulp Company sentenced to pay a fine of two thousand dollars.

Parsons Pulp & Paper Company sentenced to pay a fine of two thousand dollars.

The Racquette River Paper Company sentenced to pay a fine of two thousand dollars.

The York Haven Paper Company sentenced to pay a fine of two thousand dollars.

Munising Paper Company, Ltd., sentenced to pay a fine of two thousand dollars.

Charles W. Pratt sentenced to pay a fine of one thousand dollars.

John W. Moyer sentenced to pay a fine of one thousand dollars.

July 10, 1908:

Petowsky Fibre Paper Company pleads guilty.

Petowsky Fibre Paper Company sentenced to pay a fine of two thousand dollars.

November 10, 1909:

Parks pleads guilty. Fined four thousand dollars.

UNITED STATES v. AMERICAN SUGAR REFINING CO.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

THE AMERICAN SUGAR REFINING COMPANY.

(Docket entry.)

March 11, 1912:

Trial begins. Hon. L. Hand, J.

March 31, 1912:

Jury report they are unable to agree and are discharged
by the court from further consideration, Sunday, March
31, 1912, 2 p. m.

December 5, 1912:

Nolle prosequi entered.

UNITED STATES v. ALBIA PAPER & BOX CO.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

ALBIA PAPER & BOX COMPANY.

(Docket entry.)

February 7, 1910:

Albia Box & Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

American Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Boehme & Rauch Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

The Colin Gardner Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Eastern Strawboard Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Empire Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Foster Box Board Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Fort Orange Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Kokomo Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Lydall & Foulds Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Marion Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

New Haven Pulp & B. Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Ohio Box Board Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Niles Board & Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Ravenswood Paper M. Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

The Tait & Sons Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

United States Board & Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Haverhill Box Board Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Piermont Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Beveridge Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Chicago Coated Board Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Lafayette Box Board & P. Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Philadelphia Paper Manufacturing Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Franklin Board & Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Vincennes Paper Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Elkhart Bristol Board & P. Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Tonowanda Board & P. Company withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Nolle prosequi entered as to William C. Geer, George E. Gardner, William N. Smith, Edward C. Rauch, E. T. Gardner, William Foulds, A. J. Straw, G. A. Bisler, Theodore Foster, E. Bryant, C. C. Woolworth, George P. Wood, I. N. Miller, E. A. Lydall, J. W. Wilson, J. L. McCulloch, Henry Gable, William R. Shaffer, Thomas W. Ross, A. F. Bither, Henry Schreiter, Andrew Tait, W. P. Holiday, A. T. Alford, W. G. Shortless, Charles E. Williams, H. L. Beveridge, C. Fairbanks, Fred D. Wilson, T. C. Bauer, O. S. Jacobs, George Little, A. M. Sheperd, C. E. Frye, Lewis Newman.

February 9, 1910:

Defendant McEwan Brothers withdraws plea of not guilty and pleads guilty. Fined \$2,000.

Nolle prosequi entered as to R. B. McEwan, Arthur McEwan and Frank McEwan.

February 14, 1910:

Leversee & Snyder Manufacturing Company pleads guilty. Fined \$2,000.

Nolle prosequi entered as to T. D. Leversee.

March 29, 1910:

Defendant Stony Brook Box Board Mills pleads guilty. Fined \$2,000.

Defendant United Box Board & Paper Company plead guilty. Fined \$2,000.

Xenia Board & Paper Company and S. B. Sutphin. Nolle prosequi entered.

Nolle prosequi entered as to the following defendants: William D. Barnes, Manchester Paper Twine Company, Stanley Reed, The Kneer Board & Paper Company, C. La Boiteaux, Eyster & Son, Frank S. Harrison, The Western Strawboard Company, Thomas F. Walsh, Sidney Mitchell, Hyatt Cox, S. B. Fleming, O. C. Barler, Henry O'Brien.

December 14, 1910:

Chemical Paper Company pleads guilty. Fined \$1,000.

Nolle prosequi entered as to E. T. Newton.

December 21, 1910:

Nolle prosequi entered as to Reynolds-Boyle Company, John W. Boyle, George W. Downs Company, and W. E. Liddall.

UNITED STATES v. STEERS ET AL.

192 Fed., 1; 196 U. S., 375.

UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
KENTUCKY HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

JOHN S. STEERS, ET AL.

JUDGMENT.

This day came the Hon. Geo. M. Davison, assistant United States attorney, and defendant John S. Steers was brought to the bar of the court in custody of the marshal, and it being thereupon demanded of him, the said John S. Steers, if he had anything to say why the court ought not now upon the indictment and the verdict of the jury herein, proceed to pronounce judgment and order execution thereof according to law, he replied that he had nothing further to allege, and nothing further being alleged by him, it is thereupon considered, ordered, and adjudged by the court that the said John Steers, for the offense against the United States with which he is charged in the indictment herein, and of which said offense he has in open court been found guilty by a jury in their verdict, pay to the United States as a fine for the offense aforesaid the sum of \$1,000 and its costs herein expended.

April term, Saturday, April 16, 1910.

A. M. J. COCHRAN, *Judge.*

UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
KENTUCKY HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

PERRY SIMPSON, ET AL.

JUDGMENT.

This day came the Hon. Geo. M. Davison, assistant United States attorney, and defendant Perry Simpson, was brought

to the bar of the court in custody of the marshal, and it being thereupon demanded of him, the said Perry Simpson, if he had anything to say why the court ought not now upon the indictment and the verdict of the jury herein, proceed to pronounce judgment and order execution thereof according to law, he replied that he had nothing further to allege, and nothing further being alleged by him, it is thereupon considered, ordered, and adjudged by the court that the said Perry Simpson, for the offense against the United States with which he is charged in the indictment herein, and of which said offense he has been found guilty by a jury in their verdict, pay to the United States as a fine for the offense aforesaid the sum of five hundred (\$500) dollars, and its costs herein expended.

April term, Saturday, April 16, A. D. 1910.

A. M. J. COCHRAN, *Judge*.

UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
KENTUCKY, HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

A. C. WEBB ET AL.

JUDGMENT.

This day came the Hon. Geo. M. Davison, assistant United States attorney, and defendant, A. C. Webb, was brought to the bar of the court in custody of the marshal, and it being thereupon demanded of him, the said A. C. Webb, if he had anything to say why the court ought not now upon the indictment and the verdict of the jury herein, proceed to pronounce judgment against him and order execution thereof according to law, he replied that he had nothing further to allege, and nothing further being alleged by him, it is thereupon considered, ordered, and adjudged by the court that the said A. C. Webb, for the offense against the United States with which he is charged in the indictment herein, and

of which said offense he has in open court been found guilty by a jury in their verdict, pay to the United States as a fine for the offense aforesaid the sum of five hundred (\$500) dollars, and its costs herein expended.

April term, Saturday, April 16, A. D. 1910.

A. M. J. COCHRAN, *Judge*.

UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
KENTUCKY, HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

JERRY S. CARTER ET AL.

JUDGMENT.

This day came the Hon. Geo. M. Davison, assistant United States attorney, and defendant, Jerry S. Carter, was brought to the bar of the court in custody of the marshal, and it being thereupon demanded of him, the said Jerry S. Carter, if he had anything to say why the court ought not now upon the indictment and the verdict of the jury herein, proceed to pronounce judgment and order execution thereof according to law, he replied that he had nothing further to allege, and nothing further being alleged by him it is thereupon considered, ordered, and adjudged by the court that the said Jerry S. Carter, for the offense against the United States with which he is charged in the indictment herein, and of which said offense he has been found guilty by a jury in their verdict, pay to the United States as a fine for the offense aforesaid the sum of five hundred (\$500) dollars, and its costs herein expended.

April term, Saturday, April 16, A. D. 1910.

A. M. J. COCHRAN, *Judge*.

dered, and adjudged by the court that the said John Caldwell, for the offense against the United States with which he is charged in the indictment, and of which said offense he has been found guilty by a jury in their verdict herein, pay to the United States as a fine for the offense aforesaid the sum of one hundred (\$100) dollars, and its costs herein expended.

April term, Saturday, April 16, A. D. 1910.

A. M. J. COCHRAN, *Judge*.

UNITED STATES CIRCUIT COURT, EASTERN DISTRICT OF
KENTUCKY, HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

HUGH LEE CONRAD, ET AL.

JUDGMENT.

This day came the Hon. Geo. M. Davison, assistant United States attorney, and defendant Hugh Lee Conrad, was brought to the bar of the court in custody of the marshal, and it being thereupon demanded of him, the said Hugh Lee Conrad, if he had anything to say why the court ought not now upon the indictment and the verdict of the jury herein, proceed to pronounce judgment and order execution thereof according to law, he replied that he had nothing further to allege, and nothing further being alleged by him, it is thereupon considered, ordered, and adjudged by the court that the said Hugh Lee Conrad, for the offense against the United States with which he is charged in the indictment, and of which said offense he has been found guilty by a jury in their verdict herein, pay to the United States as a fine for the offense aforesaid, the sum of three hundred (\$300) dollars, and its costs herein expended.

April term, Saturday, April 16, A. D. 1910.

A. M. J. COCHRAN, *Judge*.

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF
KENTUCKY, HELD AT COVINGTON.

No. 2658.

UNITED STATES OF AMERICA,

v.

JOHN S. STEERS, PERRY SIMPSON, A. C. WEBB, JERRY S.
CARTER, FRED K. CONRAD, R. LEE CONRAD, JOHN CALD-
WELL, AND HUGH LEE CONRAD.

ORDER FILING MANDATE.

This day a mandate from the circuit court of appeals show-
ing the judgment of the Circuit Court for the Eastern Dis-
trict of Kentucky, affirmed with costs, was received from the
circuit court of appeals and ordered, filed, and noted of
record.

October term, Monday, January 22, A. D. 1912.

A. M. J. COCHRAN, *Judge*.

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF
KENTUCKY, COVINGTON, KY.

April term, Wednesday, June 5, A. D. 1912.

Court met. Present: Hon A. M. J. Cochran, judge; J. W.
Menzies, clerk; J. D. Compton, crier.

2658.

UNITED STATES

v.

JOHN S. STEERS ET AL.

It appearing to the court that the defendants, John Steers,
Perry Simpson, A. C. Webb, Jerry S. Carter, Hugh Lee
Conrad, R. Lee Conrad, Fred K. Conrad, and John Cald-
well, have this day produced a pardon from the President
of the United States, William Howard Taft, and that said
pardon is duly authenticated and is in words and figures as
follows, to wit:

WILLIAM HOWARD TAFT,

President of the United States of America.

To all to whom these presents shall come, greeting:

Whereas John Steers, Perry Simpson, A. C. Webb, Jerry S. Carter, Hugh Lee Conrad, R. Lee Conrad, Fred K. Conrad, and John Caldwell were convicted in the United States Circuit Court for the Eastern District of Kentucky of conspiracy in restraint of trade, and on April sixteenth, 1910, were sentenced, John Steers to pay a fine of one thousand dollars, Perry Simpson, Jerry S. Carter, and A. C. Webb each to pay a fine of five hundred dollars, Hugh Lee Conrad, R. Lee Conrad, and Fred K. Conrad each to pay a fine of three hundred dollars, and John Caldwell to pay a fine of one hundred dollars; and

Whereas, the case was appealed to the Circuit Court of Appeals for the Sixth Circuit, where the judgment was affirmed January twenty-second, 1912; and

Whereas the offense grew out of the retaliatory methods adopted by the growers of tobacco as a means of protection against the American Tobacco Combination and the object of the prosecution of these defendants has been accomplished, the dissolution of that trust has been secured, and the enforcement of the sentence in its entirety is no longer needed as a matter of example to others.

Now, therefore, be it known, that I, William Howard Taft, President of the United States of America, in consideration of the premises, divers other good and sufficient reasons, me thereunto moving, do hereby grant unto the said John Steers, Perry Simpson, A. C. Webb, Jerry S. Carter, Hugh Lee Conrad, R. Lee Conrad, Fred K. Conrad, and John Caldwell a remission of the said fines upon the payment of the costs in the case.

In testimony whereof I have hereunto signed my name and caused the seal of the Department of Justice to be affixed.

Done at the city of Washington, this eleventh day of May, in the year of our Lord one thousand nine hundred and twelve, and of the Independence of the United States the one hundred and thirty-sixth.

By the President:

WM. H. TAFT.

WINFRED T. DENISON, *Acting Attorney General.*

And it further appearing to the court that all of the costs of said action have been paid by the defendants and in obedience to the terms of said pardon, a remission of the amount of said fines,

It is now ordered and adjudged that the fine imposed upon each of the following defendants, to wit: John Steers, \$1,000; Perry Simpson, \$500; Jerry S. Carter, \$500; A. C. Webb, \$500; Hugh Lee Conrad, \$300; R. Lee Conrad, \$300;

Fred K. Conrad, \$300; John Caldwell, \$100, be and the same is, by the terms of said pardon, declared remitted and satisfied in full.

It is now ordered that court stand adjourned until Thursday, June 6, A. D. 1912.

A. M. J. COCHRAN, *Judge.*

UNITED STATES v. IMPERIAL WINDOW GLASS CO. ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.**

No. 17, April term, 1910.

THE UNITED STATES

v.

**THE IMPERIAL WINDOW GLASS CO., M. J. HEALY, THOMAS
SPILLANE, G. W. MORENUS, THOMAS CAMP, WILLIAM L.
GRAHAM, FELIX STEINBERGER, J. H. BREWSTER, J. G. SAYRE,
MYRON L. CASE, C. P. COLE, O. C. TEAGUE, FRANK BASTIN,
F. E. WEAR, A. HUDSON, U. G. BAKER.**

JUDGMENT DOCKET.

The United States attorney moves for judgment, where-
upon the sentence of the court is, as to said corporation,
“that you pay a fine to the United States of twenty-five hun-
dred dollars (\$2,500); that you pay the costs of this prose-
cution and stand committed until this sentence be complied
with,” and as to each of said individual defendants, “that
you pay a fine to the United States of five hundred dollars
(\$500), and stand committed until this sentence be complied
with.”

November 10, 1910.

UNITED STATES v. NATIONAL PACKING CO. ET AL.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.**

No. 4384.

UNITED STATES

v.

NATIONAL PACKING CO. ET AL.

JUDGE LANDIS.

This cause coming on to be heard on the demurrers of defendants to the indictment filed herein against them, come the parties by their attorneys, and the court having heard the arguments of counsel on said demurrers on May 25, 1910, and having considered and being now fully advised in the premises, sustains said demurrers, and thereupon it is considered and ordered by the court that said indictment be and it hereby is dismissed and that the defendants go hence without day discharged from further prosecution thereunder.

June 23, 1910.

UNITED STATES v. CUDAHY PACKING CO. ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
EASTERN DIVISION OF THE SOUTHERN DISTRICT OF
GEORGIA.**

Indictment No. 520.

Violation Sherman Antitrust Law. Indictment filed April 30, 1910.

THE UNITED STATES

v.

**CUDAHY PACKING COMPANY, SCHWARTZCHILD & SULZBERGER
COMPANY, SWIFT AND COMPANY, ARMOUR PACKING COM-
PANY, MORRIS & COMPANY, EMMETT B. ADAMS, FREDERICK
M. HULL, JR., WILLIAM D. COOPER.**

Authority having been received from the Department of Justice authorizing the entry of a nolle prosequi in the above stated case, and the United States district attorney having requested that this direction be given to the matter, it is therefore ordered that a nolle prosequi in said case be, and the same is, hereby entered.

This 9th day of March, 1915.

EMORY SPEER,
United States Judge.

UNITED STATES v. JAMES A. PATTEN.

187 Fed. 664; 226 U. S. 525.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

JAMES A. PATTEN.

(Docket entry.)

February 11, 1913:

Defendant Patten pleads guilty to count six.

Nolle prosequi entered as to balance of counts as to
Patten.

Defendant Patten sentenced to pay a fine of \$4,000.

July 16, 1914:

Nolle prosequi entered as to Thompson, Scales, Hayne,
and Brown.

UNITED STATES v. SWIFT ET AL.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.**

No. 4509.

UNITED STATES

v.

LOUIS F. SWIFT ET AL.

JUDGE CARPENTER.

This being the day and hour to which the further trial of this cause was on yesterday continued, come again the parties by their attorneys and the defendants in their own proper persons, come also the jury who were duly elected, empaneled, and sworn herein, as aforesaid, and the trial of this cause proceeds, and the jury having heard the evidence by the parties adduced, arguments of counsel, and charge of the court, retire to their room to consider of their verdict, and afterwards return into court and render their verdict, and upon their oath do say, "We, the jury, find the defendants not guilty," it is thereupon considered by the court that the defendants, Louis F. Swift, Edward F. Swift, Charles F. Swift, Edward Tilden, Francis A. Fowler, J. Ogden Armour, Arthur Meeker, Thomas J. Connors, Edward Morris, and Louis H. Heyman, go hence without day.

MAR. 26, 1912.

**UNITED STATES v. JOHN REARDON & SONS COMPANY
AND CONSOLIDATED RENDERING COMPANY ET AL.**

191 Fed. 454.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.

No. 101.

UNITED STATES

v.

JOHN REARDON & SONS COMPANY AND CONSOLIDATED
RENDERING COMPANY ET AL.

The United States attorney reports:

In John Reardon & Sons Company and Consolidated Rendering Company, No. 101. On June 23, 1911, *Putnam, J.* Demurrers sustained. The cases were thereupon dropped.

UNITED STATES v. CONSOLIDATED RENDERING CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

No. 595 D. C.

UNITED STATES

v.

CONSOLIDATED RENDERING COMPANY.

December 1, 1913. Morton, J.

**Defendant pleaded nolo. Fined \$5,000 and costs. Costs,
\$6.35; \$5,006.35 paid.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

No. 596 D. C.

UNITED STATES

v.

**CONSOLIDATED RENDERING COMPANY, HORATIO W. HEATH,
EDWARD A. TILDEN, EDWARD F. SWIFT, GEORGE H. SWIFT.**

**November 12, 1912: Nol-pros entered as to defendants Til-
den and Edward F. Swift.**

**December 1, 1913: Nol-pros as to Heath and George H.
Swift, and to second count as to defendant corporation.**

**Demurrer of defendant corporation withdrawn in open
court.**

**Defendant corporation pleaded nolo to first count of in-
dictment.**

**Morton, J. Defendant corporation fined \$3,000 and costs,
\$404.54. Fine and costs \$3,404.54 paid.**

UNITED STATES v. STANDARD SANITARY MFG. CO. ET AL.

161 Fed. 172; 226 U. S. 20.

At a session of the District Court of the United States for the Eastern District of Michigan, continued and held pursuant to adjournment at the District Court room in the city of Detroit, in said district on Saturday the 15th day of February, in the year of our Lord one thousand nine hundred and thirteen.

Present: The Hon. Arthur J. Tuttle, district judge, and the Hon. Clarence W. Sessions, district judge, sitting by designation.

By Sessions, J. No. 5163.

THE UNITED STATES OF AMERICA

v.

THE STANDARD SANITARY MANUFACTURING COMPANY, ET AL.

The jurors in this cause having heretofore rendered a verdict of guilty as against the defendants herein, now comes the United States attorney and moves the court for sentence of the defendants herein under the verdict as rendered, and the court being fully advised in the premises, does now here sentence the following named defendants to pay to the United States the amounts named, viz: Standard Sanitary Manufacturing Co., \$10,000; Barnes Manufacturing Co., \$1,000; The J. L. Mott Iron Works, \$5,000; McVay and Walker, \$500; The National Sanitary Manufacturing Co., \$1,000; The Union Sanitary Manufacturing Co., \$1,500; A. Weiskittel and Son Co., \$1,500; L. Wolff Manufacturing Co., \$5,000; Wheeling Enameled Iron Co., \$500; The United States Sanitary Manufacturing Co., \$500; Humphreys Man-

ufacturing Co., \$1; The McCrum-Howell Co., \$1; The Day-Ward Company, \$1; Theodore Ahrens, \$5,000; Francis J. Torrence, \$5,000; E. L. Dawes, \$5,000; T. R. Barnes, \$500; Jesse T. Duryea, \$1,000; Anton Weiskittel, \$1,000; Herman M. Hoelscher, \$5,000; Howard T. Gates, \$500; J. E. Wright, \$500; A. H. Cline, jr., \$1,000; Frank Borden, \$1; Lloyd G. McCrum, \$1; A. G. Ward, \$1; Charles F. Arrott, \$1.

That said defendants pay to the United States the said sums on or before the 1st day of March, and that in default thereof of any one of said defendants or more, that such defendants so defaulting be imprisoned in the Detroit house of correction until such fine be paid, but not exceeding six months.

UNITED STATES v. PURINGTON ET AL.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.**

No. 4515.

UNITED STATES

v.

D. V. PURINGTON ET AL.

JUDGE CARPENTER.

Comes the United States, by James H. Wilkerson, Esq., United States attorney, and declines to further prosecute this suit against the defendants herein, whereupon it is ordered by the court that a nolle prosequi be, and hereby is, entered herein and that the defendants D. V. Purington, C. C. Barr, H. S. Renkert, William S. Bremen, Purington Paving Brick Co., The Barr Clay Company, and the Metropolitan Paving Brick Company go hence without day.

JUNE 8, 1913.

UNITED STATES v. WILLIAM C. GEER ET AL.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

WILLIAM C. GEER ET AL.

(Docket entry.)

February 5, 1915:

Nolle prosequi entered as to William C. Geer, Benjamin Ward, Frederick M. Butler, Emmons Bryant, Theodore Foster, Robert B. McEwan, William R. Schaffer, Henry L. Paddock, Andrew Tait, W. Howard Richardson, Henry Schreiter.

Defendants Sidney Mitchell, Samuel A. Short, jr., Charles E. Williams, William G. Shortess, Louis Newman, Frank S. Harrison, William M. Smith, withdraw pleas of not guilty and plead nolo contendere.

Defendant Sidney Mitchell sentenced to pay a fine of \$5,000.

Defendant Samuel A. Short, jr., sentenced to pay a fine of \$4,000.

Defendant Charles E. Williams sentenced to pay a fine of \$4,000.

Defendant William G. Shortess sentenced to pay a fine of \$1,000.

Defendant Louis Newman sentenced to pay a fine of \$1,000.

Defendant Frank S. Harrison sentenced to pay a fine of \$1,000.

February 17, 1915: Nolle prosequi entered as to Matthias Plum.

UNITED STATES v. HOLMES ET AL.

**UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF
ILLINOIS.**

No. 4750.

UNITED STATES

v.

ARTHUR L. HOLMES ET AL.

JUDGE CARPENTER.

Comes the United States, by James H. Wilkerson, Esq., United States attorney, and declines to further prosecute this suit against the defendants herein, whereupon it is ordered by the court that a nolle prosequi be, and hereby is, entered, and that the defendants Arthur L. Holmes, George P. Sweet, Willard G. Hollis, Harry A. Gorsuch, Harry C. Searce, Bird Critchfield, Louis I. Heilman, E. E. Hall, H. H. Hem-inway, H. S. Adams, B. N. Hayward, A. L. Porter, R. P. Bransford, and A. C. Richter go hence without day.

JUNE 6, 1913.

UNITED STATES v. WILLIAM P. PALMER ET AL.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

WILLIAM P. PALMER ET AL.

(Bare Copper Wire Association.)

(Docket entry.)

July 25, 1911:

Defendant F. N. Phillips withdraws plea of not guilty and pleads nolo contendere to count one.

Nolle prosequi entered as to count two. Defendant fined \$100 and costs.

Defendant F. N. Philips enters same plea. Fined \$100 and costs.

Defendant C. R. Remington enters same plea. Fined \$100 and costs.

Defendant A. A. Cowles enters same plea. Fined \$100 and costs.

Defendant R. A. Cowles enters same plea. Fined \$100 and costs.

Defendant E. L. Frisbie, jr., enters same plea. Fined \$100 and costs.

Defendant A. M. Dickinson enters same plea. Fined \$100 and costs.

Defendant T. B. Kent enters same plea. Fined \$100 and costs.

Defendant J. H. Doughty enters same plea. Fined \$1,000 and costs.

Defendant F. W. Roebling enters same plea. Fined \$100 and costs.

Defendant K. G. Roebling enters same plea. Fined \$100 and costs.

Defendant J. W. Marsh enters same plea. Fined \$100 and costs.

Defendant W. A. Conner enters same plea. Fined \$100 and costs.

Defendant Philip H. W. Smith enters same plea. Fined \$100 and costs.

Defendant C. J. Marsh enters same plea. Fined \$100 and costs.

July 31, 1911:

Defendant F. O. Keyes enters same plea. Fined \$100 and costs.

Defendant Frank Baackes enters same plea. Fined \$100 and costs.

Defendant George F. Rummel enters same plea. Fined \$100 and costs.

Defendant D. F. Merriman enters same plea. Fined \$100 and costs.

Defendant William P. Palmer enters same plea. Fined \$100 and costs.

Defendant George A. Cragin enters same plea. Fined \$100 and costs.

Defendant Charles W. Bassett enters same plea. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., enters same plea. Fined \$5,000 and costs.

Defendant E. R. Phillips enters same plea. Fined \$100 and costs.

September 14, 1911:

Defendant Charles F. Brooker enters same plea. Fined \$1,000 and costs.

Defendant Edward S. Perot pleads nolo contendere, count one. Nolle prosequi, count 2. Fined \$100 and costs.

Defendant George J. Jackson pleads nolo contendere, count one. Nolle prosequi, count 2. Fined \$100 and costs.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

WILLIAM P. PALMER ET AL.

(Weatherproof and Magnet Wire Association.)

(Docket entry.)

July 25, 1911:

Defendant F. N. Phillips withdraws plea of not guilty and enters plea of nolo contendere to count one. Nolle prosequi entered as to count two. Fined \$100 and costs.

Defendant C. R. Remington, jr., enters same plea, etc. Fined \$100 and costs.

Defendant A. A. Cowles enters same plea, etc. Fined \$1,000 and costs.

Defendant R. A. Cowles enters same plea, etc. Fined \$1,000 and costs.

Defendant Thomas Wallace, jr., enters same plea, etc. Fined \$100 and costs.

Defendant L. F. Anschutz enters same plea, etc. Fined \$100 and costs.

Defendant E. L. Frisbie, jr., enters same plea, etc. Fined \$1,000 and costs.

Defendant A. M. Dickinson enters same plea, etc. Fined \$1,000 and costs.

Defendant Thomas B. Kent enters same plea, etc. Fined \$1,000 and costs.

Defendant Theodore F. Ryman enters same plea, etc. Fined \$100 and costs.

Defendant H. H. Ashley enters same plea, etc. Fined \$100 and costs.

Defendant J. C. Bridgman enters same plea, etc. Fined \$100 and costs.

Defendant A. F. Moore enters same plea, etc. Fined \$100 and costs.

Defendant A. Bournonville enters same plea, etc. Fined \$100 and costs.

Defendant W. F. Fields enters same plea, etc. Fined \$100 and costs.

Defendant F. W. Roebling enters same plea, etc. Fined \$100 and costs.

Defendant F. J. Newbury enters same plea, etc. Fined \$100 and costs.

Defendant J. W. Marsh enters same plea, etc. Fined \$100 and costs.

Defendant William A. Conner enters same plea, etc. Fined \$100 and costs.

Defendant Philip H. W. Smith enters same plea, etc. Fined \$100 and costs.

Defendant C. J. Marsh enters same plea, etc. Fined \$100 and costs.

July 31, 1911:

Defendant F. O. Keyes enters same plea, etc. Fined \$100 and costs.

Defendant F. Baackes enters same plea, etc. Fined \$100 and costs.

Defendant G. F. Rummel enters same plea, etc. Fined \$100 and costs.

Defendant William P. Palmer enters same plea, etc. Fined \$100 and costs.

Defendant Ed. Bartram enters same plea, etc. Fined \$100 and costs.

Defendant George A. Cragin enters same plea, etc. Fined \$100 and costs.

Defendant Charles W. Bassett enters same plea, etc. Fined \$100 and costs.

Defendant H. O. Phillips enters same plea, etc. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., enters same plea, etc. Fined \$5,000 and costs.

Defendant E. R. Phillips enters same plea, etc. Fined \$100 and costs.

September 14, 1911:

Defendant Charles F. Brooker enters same plea, etc. Fined \$1,000 and costs.

Defendant Ed. S. Perot enters same plea, etc. Fined \$100 and costs.

Defendant George J. Jackson enters same plea, etc. Fined \$100 and costs.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

WILLIAM P. PALMER ET AL.

(Rubber Covered Wire Association.)

(Docket entry.)

July 25, 1911:

Defendant F. N. Phillips withdraws plea of not guilty and enters plea of nolo contendere to count one. Nolle prosequi entered as to count two. Fined \$100 and costs.

Defendant C. R. Remington, jr., same plea, etc. Fined \$100 and costs.

Defendant C. E. Murray, same plea, etc. Fined \$100 and costs.

Defendant T. F. Ryman, same plea, etc. Fined \$1,000 and costs.

Defendant H. H. Ashley, same plea, etc. Fined \$1,000 and costs.

Defendant J. C. Bridgman, same plea, etc. Fined \$1,000 and costs.

Defendant G. B. North, same plea, etc. Fined \$1,000 and costs.

Defendant R. W. Sieberling, same plea, etc. Fined \$1,000 and costs.

Defendant R. E. Lucas, same plea, etc. Fined \$1,000 and costs.

Defendant R. E. Gallaher, same plea, etc. Fined \$1,000 and costs.

Defendant W. H. Hall, jr., same plea, etc. Fined \$1,000 and costs.

Defendant W. F. Fields, same plea, etc. Fined \$1,000 and costs.

Defendant F. W. Roebling, same plea, etc. Fined \$100 and costs.

Defendant F. J. Newbury, same plea, etc. Fined \$100 and costs.

Defendant C. A. Morss, same plea, etc. Fined \$1,000 and costs.

Defendant J. H. Mason, same plea, etc. Fined \$1,000 and costs.

Defendant J. W. Marsh, same plea, etc. Fined \$1,000 and costs.

Defendant W. H. Conner, same plea, etc. Fined \$1,000 and costs.

Defendant Ph. H. W. Smith, same plea, etc. Fined \$1,000 and costs.

July 27, 1911:

Defendant H. A. Reed, same plea, etc. Fined \$1,000 and costs.

Defendant H. D. Reed, same plea, etc. Fined \$1,000 and costs.

Defendant D. R. Bullen, same plea, etc. Fined \$1,000 and costs.

Defendant W. S. Clark, same plea, etc. Fined \$1,000 and costs.

July 28, 1911:

Defendant Le Roy Clark, same plea, etc. Fined \$1,000 and costs.

Defendant Geo. B. Wilson, same plea, etc. Fined \$1,000 and costs.

July 31, 1911:

Defendant Fred. O. Keyes, same plea, etc. Fined \$1,000 and costs.

Defendant Frank Baackes, same plea, etc. Fined \$1,000 and costs.

Defendant Le Baron C. Colt, same plea, etc. Fined \$1,000 and costs.

Defendant Fred. L. Dunbar, same plea, etc. Fined \$1,000 and costs.

Defendant Wm. P. Palmer, same plea, etc. Fined \$1,000 and costs.

Defendant Geo. A. Cragin, same plea, etc. Fined \$1,000 and costs.

Defendant Chas. W. Bassett, same plea, etc. Fined \$1,000 and costs.

Defendant H. O. Phillips, same plea, etc. Fined \$1,000 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., same plea, etc. Fined \$5,000 and costs.

Defendant Fred. J. Hall, same plea, etc. Fined \$1,000 and costs.

Defendant J. B. Olsen, same plea, etc. Fined \$1,000 and costs.

Defendant H. L. Satterlee, same plea, etc. Fined \$1,000 and costs.

Defendant Jas. H. Sieberling, same plea, etc. Fined \$1,000 and costs.

October 14, 1912:

Nolle prosequi entered as to W. Boardman Reed.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

WILLIAM P. PALMER ET AL.

(Horseshoe Manufacturers' Association.)

(Docket entry.)

July 25, 1911:

Defendant R. C. Watrous withdraws plea of not guilty and enters plea of nolo contendere to count one. Nolle prosequi entered as to count two. Fined \$1,000 and costs.

Defendant G. L. Bowen, same plea, etc. Fined \$1,000 and costs.

July 27, 1911:

Defendant R. W. Comstock, same plea, etc. Fined \$1,000 and costs.

Defendant P. S. Dyer, same plea, etc. Fined \$1,000 and costs.

July 28, 1911:

Defendant Harry G. Stoddard, nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

Defendant Thos. H. Taylor, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

Defendant Jas. D. Keith, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

Defendant Saml. H. Roberts, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

Defendant Frank Baackes, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$100 and costs.

Defendant Dennis A. Merriman, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$100 and costs.

Defendant Wm. P. Palmer, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$100 and costs.

Defendant Francis W. Carpenter, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., plea of nolo contendere count 1, nolle prosequi count 2. Fined \$5,000 and costs.

Defendant Geo. E. Holton, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

August 16, 1911:

Defendant Chas. H. Holton, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

September 13, 1911:

Defendant Frank J. Gould, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

October 20, 1911:

Defendant John W. Kiser, plea of nolo contendere count 1, nolle prosequi count 2. Fined \$1,000 and costs.

UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

WILLIAM P. PALMER ET AL.

(Lead Encased Rubber Insulated Cable Association.)

(Docket Entry.)

July 25, 1911:

Defendant F. W. Roebling withdraws plea of not guilty to count one (nolle prosequi entered as to count two) and enters plea nolo contendere. Fined \$100 and costs.

Defendant F. J. Newbury, same plea, etc. Fined \$100 and costs.

Defendant E. Morss, same plea, etc. Fined \$1,000 and costs.

Defendant C. A. Morss, same plea, etc. Fined \$100 and costs.

Defendant J. H. Mason, same plea, etc. Fined \$100 and costs.

Defendant J. W. Marsh, same plea, etc. Fined \$100 and costs.

Defendant W. A. Conner, same plea, etc. Fined \$100 and costs.

Defendant Ph. H. W. Smith, same plea, etc. Fined \$100 and costs.

Defendant C. J. Marsh, same plea, etc. Fined \$100 and costs.

July 28, 1911:

Defendant Le Roy Clark, same plea, etc. Fined \$100 and costs.

Defendant Geo. B. Wilson, same plea, etc. Fined \$100 and costs.

July 31, 1911:

Defendant Fred O. Keyes, same plea, etc. Fined \$100 and costs.

Defendant Frank Baackes, same plea, etc. Fined \$100 and costs.

Defendant Wm. P. Palmer, same plea, etc. Fined \$100 and costs.

Defendant Geo. A. Cragin, same plea, etc. Fined \$100 and costs.

Defendant Chas. W. Bassett, same plea, etc. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., same plea, etc. Fined \$5,000 and costs.

Defendant Fred J. Hall, same plea, etc. Fined \$100 and costs.

September 14, 1911:

Defendant Edward S. Perot, same plea, etc. Fined \$100 and costs.

UNITED STATES v. F. W. ROEBLING ET AL.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

F. W. ROEBLING ET AL.

(Fine Magnet Wire Association.)

(Docket entry.)

July 25, 1911:

Defendant F. J. Newbury withdraws plea of not guilty and enters plea of nolo contendere to count one. Nolle prosequi entered as to count two. Fined \$1,000 and costs.

Defendant J. C. Belden, same plea, etc. Fined \$1,000 and costs.

Defendant N. B. Parsons, same plea, etc. Fined \$1,000 and costs.

Defendant T. Wallace, jr., same plea, etc. Fined \$1,000 and costs.

Defendant L. F. Anschutz, same plea, etc. Fined \$1,000 and costs.

Defendant A. F. Moore, same plea, etc. Fined \$1,000 and costs.

Defendant A. Bournonville, same plea, etc. Fined \$1,000 and costs.

Defendant F. M. Potter, jr., same plea, etc. Fined \$1,000 and costs.

Defendant C. R. Remington, jr., same plea, etc. Fined \$1,000 and costs.

Defendant F. N. Phillips, same plea, etc. Fined \$1,000 and costs.

Defendant F. W. Roebling, same plea, etc. Fined \$1,000 and costs.

July 28, 1911:

Defendant Henry D. Hammond, same plea, etc. Fined \$1,000 and costs.

July 31, 1911:

Defendant Edwin Bartram, same plea, etc. Fined \$1,000 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., same plea, etc. Fined \$5,000 and costs.

Defendant W. D. Rumsey, same plea, etc. Fined \$1,000 and costs.

Defendant E. R. Phillips, same plea, etc. Fined \$1,000 and costs.

Defendant Benj. S. Webb, same plea, etc. Fined \$1,000 and costs.

Defendant Wm. S. Kyle, same plea, etc. Fined \$1,000 and costs.

UNITED STATES v. PHILIP H. W. SMITH ET AL.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

PHILIP H. W. SMITH ET AL.

(Underground Power Cable Association.)

(Docket entry.)

July 25, 1911:

Defendant F. W. Roebbling withdraws plea of not guilty and enters plea of nolo contendere to count one. Nolle prosequi entered as to count two. Fined \$100 and costs.

Defendant F. J. Newbury, same plea, etc. Fined \$100 and costs.

Defendant J. W. March, same plea, etc. Fined \$100 and costs.

Defendant W. A. Conner, same plea, etc. Fined \$100 and costs.

Defendant Ph. H. W. Smith, same plea, etc. Fined \$100 and costs.

Defendant C. J. Marsh, same plea, etc. Fined \$1,000 and costs.

July 31, 1911:

Defendant F. O. Keyes, same plea, etc. Fined \$100 and costs.

Defendant F. Baackes, same plea, etc. Fined \$100 and costs.

Defendant D. A. Merriman, same plea, etc. Fined \$1,000 and costs.

Defendant Wm. P. Palmer, same plea, etc. Fined \$100 and costs.

Defendant Geo. A. Cragin, same plea, etc. Fined \$100 and costs.

Defendant Chas. W. Bassett, same plea, etc. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., same plea, etc. Fined \$5,000 and costs.

September 14, 1916:

Defendant Edward S. Perot, same plea, etc. Fined \$1,000 and costs.

Defendant George J. Jackson, same plea, etc. Fined \$1,000 and costs.

UNITED STATES v. FRANK N. PHILIPS ET AL

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

FRANK N. PHILIPS ET AL.

(Telephone Cable Association.)

(Docket entry.)

July 25, 1911:

Defendant F. W. Roebbling withdraws plea of not guilty and enters plea of nolo contendere to count one. Nollepros entered as to count two. Fined \$100 and costs.

Defendant F. J. Newbury, same plea, etc. Fined \$100 and costs.

Defendant F. N. Phillips, same plea, etc. Fined \$100 and costs.

Defendant C. R. Remington, jr., same plea, etc. Fined \$100 and costs.

Defendant J. W. Marsh, same plea, etc. Fined \$100 and costs.

Defendant Wm. A. Conner, same plea, etc. Fined \$100 and costs.

Defendant P. H. W. Smith, same plea, etc. Fined \$100 and costs.

Defendant C. J. Marsh, same plea, etc. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, jr., same plea, etc. Fined \$5,000 and costs.

September 14, 1911:

Defendant Geo. J. Jackson, same plea, etc. Fined \$100 and costs.

UNITED STATES v. E. E. JACKSON ET AL.

**UNITED STATES CIRCUIT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

E. E. JACKSON ET AL.

(Wire Rope Association.)

(Docket entry.)

July 25, 1911:

Defendant T. F. Ryman withdraws plea of not guilty and plea of nolo contendere entered as to count one. Nollepros as to count two. Fined \$100 and costs.

Defendant H. H. Ashley, enters same plea, etc. Fined \$100 and costs.

Defendant J. C. Bridgman, enters same plea, etc. Fined \$100 and costs.

Defendant F. W. Roebling, enters same plea, etc. Fined \$100 and costs.

Defendant K. G. Roebling, enters same plea, etc. Fined \$1,000 and costs.

July 28, 1911:

Defendant H. G. Stoddard, enters same plea, etc. Fined \$1,000 and costs.

July 31, 1911:

Defendant F. O. Keyes, enters same plea, etc. Fined \$100 and costs.

Defendant F. Baackes, enters same plea, etc. Fined \$100 and costs.

Defendant D. F. Merriman, enters same plea, etc. Fined \$100 and costs.

Defendant Wm. P. Palmer, enters same plea, etc. Fined \$100 and costs.

Defendant Geo. A. Cragin, enters same plea, etc. Fined \$100 and costs.

Defendant Chas. W. Bassett, enters same plea, etc. Fined \$100 and costs.

August 4, 1911:

Defendant E. E. Jackson, enters same plea, etc. Fined \$5,000 and costs.

Defendant Erskine Hewitt, nolle prosequi entered on motion U. S. Attorney.

April 17, 1913:

Nolle-pros entered as to J. Broderick, Joseph D. Bacon, Henry Leschen, and John A. Leschen.

UNITED STATES v. J. B. PEARCE ET AL.

**THE UNITED STATES OF AMERICA, NORTHERN DISTRICT
OF OHIO, EASTERN DIVISION.**

At a stated term of the District Court of the United States, within and for the eastern division of the northern district of Ohio, begun and held at the city of Cleveland, in said district, on the first Tuesday in April, being the second day of said month, in the year of our Lord one thousand nine hundred and twelve, and of the Independence of the United States of America the one hundred and thirty-sixth, to wit, on Friday, the 24th day of May, A. D. 1912.

Present: Hon. William L. Day, United States district judge.

Among the proceedings then and there had were the following, to wit:

April term, A. D. 1912, to wit: May 24, 1912.

Present: Hon. William L. Day, United States district judge.

No. 8495.

THE UNITED STATES

v.

J. B. PEARCE ET AL.

CRIMINAL.

This day again came the United States attorney on behalf of the United States, and came also the defendants herein, accompanied by counsel, and also the jury heretofore impanelled and sworn herein, and the trial proceeded. And the said jury having heard the arguments of counsel and the charge of the court, retired to their room in the custody of

a sworn officer of this court, to deliberate upon their verdict. And after a time came said jury into open court with their verdict in writing, which verdict reads and is in the words and figures following, to wit: "United States of America, northern district of Ohio, eastern division, ss, April term, A. D. 1912. The United States, plaintiff, v. Jay B. Pearce, C. C. Aler, Norton Newcomb, Charles E. Maxwell, Winfield A. Huppuch, Robert F. Hobbs, John McCoy, and George Tait, defendants. In the district court of the United States. No. 3495. Verdict. We, the jury in this case, being duly impanelled and sworn, do find the defendants herein not guilty, as charged in the indictment. G. A. Domino, foreman." Which verdict was by the clerk of this court read in the hearing of said jury, when to which they gave their assent.

It is therefore ordered and adjudged by the court that each of said defendants be discharged and go hence without day.

UNITED STATES v. HUNTER MILLING CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF OKLAHOMA.**

No. 671.

UNITED STATES OF AMERICA

v.

**THE HUNTER MILLING COMPANY, BLACKWELL MILLING &
ELEVATOR COMPANY, FRANK FOLTZ.**

Be it remembered that heretofore, to wit on the 26th day of May, A. D. 1913, the same being a day of the regular March, 1913, term of the District Court of the United States for the Western District of Oklahoma, the following proceedings were had in the above entitled cause, by said court, the Hon. John H. Cotteral presiding, as appears of record in my office, to wit:

No. 671.

UNITED STATES

v.

**THE HUNTER MILLING COMPANY, BLACKWELL MILLING &
ELEVATOR COMPANY, FRANK FOLTZ.**

Now on this 26th day of May, 1913, this cause comes on for hearing upon the motion for a new trial, and motion for arrest of judgment. Plaintiff appearing by H. N. Boardman, United States attorney; defendant Frank Foltz appearing in his own proper person, and Hunter Milling Company and Blackwell Milling & Elevator Company appearing by T. G. Chambers, James Lawrence and M. L. Alden, their attorneys.

Thereupon defendants present their motion for a new trial herein, and after argument of counsel and the court being duly advised, said motion for a new trial is overruled and exception allowed each defendant.

Thereupon defendants present their motion in arrest of judgment, which being considered by the court is overruled and exception allowed each defendant.

Thereupon the court passes the sentence of the law upon each defendant, as follows:

"The defendant, The Hunter Milling Company, a corporation, having been indicted and arraigned and having been tried and convicted of conspiracy in restraint of trade and commerce, and the cause coming before the court in open session this 26th day of May, A. D. 1913, upon motion of H. N. Boardman, United States district attorney, for passing of judgment upon said The Hunter Milling Company, a corporation, upon the verdict of guilty heretofore rendered by the jury in said cause. Defendant being present in court by T. G. Chambers, James Lawrence, and M. L. Alden, its attorneys, and no legal cause being shown why the sentence of the law should not be pronounced,

"It is therefore considered, ordered, and adjudged, as the sentence of the law by the court pronounced, that the said defendant, The Hunter Milling Company, a corporation, for the crime by it committed be sentenced to make its fine unto the United States in the sum of one thousand dollars (\$1,000), and that execution be awarded therefor.

"The defendant Blackwell Milling & Elevator Company, a corporation, having been indicted and arraigned and having been tried and convicted of conspiracy in restraint of trade and commerce, and the cause coming before the court in open session this 26th day of May, A. D. 1913, upon motion of H. N. Boardman, United States district attorney, for passing of judgment upon said Blackwell Milling & Elevator Company, a corporation, upon the verdict of guilty heretofore rendered by the jury in said cause; defendant being present in court by T. G. Chambers, James Lawrence, and M. L. Alden, its attorneys, and no legal cause being shown why the sentence of the law should not be pronounced. It is therefore considered, ordered, and adjudged, as the sentence of the law by the court pronounced, that the said defendant, Blackwell Milling & Elevator Company, a corporation, for the crime by it committed be sentenced to make its fine unto the United States in the sum of five hundred dollars (\$500) and that execution be awarded therefor.

"The prisoner, Frank Foltz, having been indicted and arraigned and having been tried and convicted of the crime

of conspiracy in restraint of trade and commerce and the cause coming before the court in open session this 26th day of May, A. D. 1913, upon motion of H. N. Boardman, United States district attorney, for sentence upon said Frank Foltz, upon the verdict of guilty heretofore rendered by the jury in said cause, defendant being present in court in person, and the said Frank Foltz being asked by the court to show cause, if any he hath, why the sentence of the law should not be pronounced, and the said Frank Foltz failing to show any legal cause why the sentence of the law should not be pronounced, it is therefore considered, ordered, and adjudged, as the sentence of the law by the court pronounced, that the said defendant, Frank Foltz, for the crime by him committed, be sentenced to make his fine unto the United States in the sum of five hundred dollars (\$500), and that he stand committed to the Oklahoma County jail, at Oklahoma City, until said fine shall have been fully paid, or released by due process of law.

"And it is further ordered that the marshal of said district transport the said Frank Foltz to said Oklahoma County jail and deliver him to the keeper of the said Oklahoma County jail, and that said keeper detain the said Frank Foltz according to the foregoing sentence, and that the clerk of said court immediately certify under the seal of said court, and deliver to the marshal of said district, two copies of this sentence, judgment, and order, one to accompany the body of the said Frank Foltz and be left therewith at the said Oklahoma County jail and the other said copy to be warrant and authority for the transportation and imprisonment of the said Frank Foltz as hereinbefore provided, and upon which said marshal shall make due return.

"To which judgment and sentences each defendant duly excepts.

"Thereupon upon application of defendants, The Hunter Milling Company and Blackwell Milling & Elevator Company, execution is stayed for ten days to file supersedeas herein, and thereupon, for good cause shown, defendants are granted ten days to sue out a writ of error herein."

UNITED STATES v. WINSLOW ET AL.

195 Fed. 578; 227 U. S. 202.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MASSACHUSETTS.**

No. 113.

UNITED STATES

v.

WINSLOW ET AL.

The United States attorney reports:

In the Winslow case, No. 113, March 2, 1912, *Putnam, J.* Opinion sustaining demurrer, judgment as follows: "The indictment is adjudged insufficient in law; the demurrer thereto is sustained and the respondents therefore go without day."

UNITED STATES v. JOE COTTON ET AL.

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
MISSISSIPPI.**

Minutes November term, 1912, Jackson division November 15, 1912.

On motion of the United States attorney, it is hereby ordered that the following cases be remanded to the files: 7940, United States v. Jesse Petty; 7943, United States v. Joe Cotton et al.; 7944, United States v. Rosa Causey; 7946, United States v. Florence Moses; 7947, United States v. Richard Ratliff; 7948, United States v. Narcissa McDaniel; 7949, United States v. F. A. Ward and H. F. Crisler.

H. C. NILES, Judge.

UNITED STATES v. A. HAINES ET AL.

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF FLORIDA.**

Nos. 27, 28, 29, and 30.

UNITED STATES

v.

**A. HAINES, E. JONES, E. W. McCLEN, A. BARBER, D. Mc-
FIRST.**

DOCKET ENTRY.

December 16, 1911, indictments filed.

January 16, 1912, demurrers filed.

March 21, 1912, cases 27, 28, 29, and 30 consolidated.

March 21, 1912, pleas of guilty entered.

**March 21, 1912, sentenced by Judge Aleck Boarman to be
confined in the custody of the marshal four hours.**

**UNITED STATES v. NEW DEPARTURE MANUFACTURING
COMPANY.**

204 Fed. 101.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF NEW YORK.

UNITED STATES

v.

NEW DEPARTURE MANUFACTURING COMPANY.

The United States attorney reports that there was no formal judgment entered in this case.

The docket entry shows the following:

On May 27, 1913, John R. Hazel, D. J., presiding, counts 2, 3, 5, 6, 4, 8 were nolle prossed and defendants, except L. Whittier, D. L. Whittier, E. J. Dunn, S. F. Florsheim, J. P. Drouillard, J. D. Hurley, withdraw former pleas and plead as follows:

The New Departure Company plead guilty. Fined \$10,000.

The Miami Cycle & Manufacturing Company plead guilty. Fined \$10,000.

The Corbin Screw Corporation plead guilty. Fined \$1,000.

Aurora Automatic Machinery Company. Guilty. Fined \$2,000.

Eclipse Machine Company. Guilty. Fined \$10,000.

Buffalo Metal Goods Company. Guilty. Fined \$2,000.

Edwin E. Jackson plead nolo contendere. Fined \$3,500.

Frederick R. Huntington plead guilty. Fined \$5,000.

Albert F. Rockwell plead guilty. Fined \$5,000.

DeWitt Page plead guilty. Fined \$5,000.

Charles T. Treadway plead nolo contendere. Fined \$1,000.

William Graham plead guilty. Fined \$2,000.

Gales P. Moore plead nolo contendere. Fined \$1,000.

Charles Glover plead guilty. Fined \$4,000.

Clarence A. Earl plead guilty. Fined \$4,000.

Ralph D. Webster plead guilty. Fined \$3,000.

Kelly R. Jacoby plead guilty. Fined \$4,000.

Emmett M. Jackson plead guilty. Sentence suspended.

Indictment counts 1 to 8, inclusive, were nolle prossed as to defendants Leonard Whittier, Davis Whittier, Simon Florsheim, John D. Hurley, Edward J. Dunn, and J. P. Drouillard.

UNITED STATES v. NORTH PACIFIC WHARVES & TRADING CO.

4 Alaska 588; 4 Alaska 552; 228 U. S. 87.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA, DIVISION NUMBER ONE.

No. 834-B.

THE UNITED STATES OF AMERICA, PLAINTIFF,

v.

THE NORTH PACIFIC WHARVES & TRADING COMPANY, A CORPORATION, THE PACIFIC COAST COMPANY, A CORPORATION, PACIFIC COAST STEAMSHIP COMPANY, A CORPORATION, PACIFIC COAST COAL COMPANY, A CORPORATION, C. E. WYNN JOHNSON, E. E. BILLINGHURST, W. H. NANSEN, IRA BRONSON, J. C. FORD, J. W. SMITH, AND C. E. HOUSTON, DEFENDANTS.

ORDER SUSTAINING DEMURRERS.

This matter having come on for argument upon the demurrers of each of the defendants above named to the indictment returned against said defendants in the above-entitled cause, and after arguments by Ira Bronson, Esq., Royal A. Gunnison, Esq., and W. D. Stratton, Esq., counsel for said defendants, in support of the said demurrers, and John Rustgard, Esq., United States attorney, in opposition thereto, the court having taken said matter under advisement and having on the 29th day of April, A. D. 1912, rendered and filed its written opinion and decision herein.

Now, therefore, it is ordered that the said demurrers be and each is hereby sustained to both counts of said indictment on the grounds set out in the opinion and decision of the court rendered and filed herein on the said 29th day of April, A. D. 1912, to which ruling plaintiff duly excepts

and which exception is duly allowed by the court. The defendants and each and all of them except to the form of this order and such exception is allowed. Done in open court this 3rd day of May, A. D. 1912.

THOMAS R. LYONS,
District Judge.

IN THE DISTRICT COURT FOR THE DISTRICT OF ALASKA,
DIVISION NUMBER ONE, AT JUNEAU.

No. 836-B.

UNITED STATES OF AMERICA

v.

THE NORTH PACIFIC WHARVES & TRADING COMPANY, A CORPORATION, PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, A CORPORATION, THE PACIFIC COAST COMPANY, A CORPORATION, PACIFIC COAST STEAMSHIP COMPANY, A CORPORATION, C. E. WYNN JOHNSON, E. E. BILLINGHURST, W. H. NANSEN, IRA BRONSON, J. C. FORD, J. W. SMITH, C. E. HOUSTON, A. L. BERDOE, AND F. J. CUSHING.

Pleas of "guilty" of defendant corporations and order of dismissal as to certain individual defendants.

This cause comes on duly to be heard on this day, at the hour of 10 o'clock a. m.; John Rustgard, Esq., appearing on behalf of plaintiff; The North Pacific Wharves and Trading Company appearing by its counsel, Gunnison & Robertson and Ira Bronson; Pacific and Arctic Railway and Navigation Company appearing by its counsel, Ballinger, Battle, Hulbert & Shorts and Gunnison & Robertson; Pacific Coast Steamship Company appearing by its counsel, Farrel, Kane & Stratton and Shackelford & Bayless; The Pacific Steamship Company appearing by its counsel, Farrel, Kane & Stratton and Shackelford & Bayless; and said corporate defendants above named, by their respective counsel above named, each withdrew its plea of "not guilty" heretofore entered, and entered, each for itself, by and through its respective counsel, its plea of "guilty" to count two of the indictment herein.

And thereupon, John Rustgard, Esq., on behalf of the plaintiff, moved that the indictment herein be dismissed as to the following individual defendants, to wit: J. C. Ford and C. E. Wynn Johnson, each of said individual defendants being represented by his counsel of record, and said motion was then and there granted by the court and the said indictment as to said individual defendants then and there dismissed.

That thereupon the said corporate defendants above named, each for itself, through its respective counsel above named, waived further time for sentence and requested that sentence be imposed without further delay. Whereupon the court continued the case until 2 o'clock in the afternoon for the purpose of imposing sentence.

Monday, February 2, 1914.

ROBERT W. JENNINGS,
District Judge.

IN THE DISTRICT COURT FOR THE DISTRICT OF ALASKA,
DIVISION NUMBER ONE, AT JUNEAU.

No. 836-B.

THE UNITED STATES OF AMERICA.

v.

THE NORTH PACIFIC WHARVES AND TRADING COMPANY, A CORPORATION; PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, A CORPORATION; THE PACIFIC COAST COMPANY, A CORPORATION; PACIFIC COAST STEAMSHIP COMPANY, A CORPORATION; C. E. WYNN JOHNSON, E. E. BILLINGHURST, W. H. NANSEN, IRA BRONSON, J. C. FORD, J. W. SMITH, C. E. HOUSTON, A. L. BERDOE, AND F. J. CUSHING.

Judgment and sentence of corporate defendants.

This cause comes duly on to be heard at 2 o'clock p. m., John Rustgard, Esq., appearing for plaintiff; the corporate defendants, The North Pacific Wharves and Trading Company, Pacific and Arctic Railway and Navigation Company, The Pacific Coast Company and Pacific Coast Steamship Company appearing by their respective attorneys above

named; and each corporate defendant is asked by the court what, if any, it has to say why sentence should not now be imposed, and each of said corporate defendants being heard by the court, each of said corporate defendants is by the court found guilty as charged in count two of the indictment herein; and the said The North Pacific Wharves and Trading Company is now sentenced to pay a fine of five thousand dollars (\$5,000), The Pacific Coast Company to pay a fine of twelve hundred and fifty dollars (\$1,250), The Pacific Coast Steamship Company to pay a fine of twelve hundred and fifty dollars (\$1,250), and the Pacific and Arctic Railway and Navigation Company to pay a fine of one thousand dollars (\$1,000).

Monday, February 2, 1914.

ROBERT W. JENNINGS,
District Judge.

UNITED STATES v. PACIFIC & ARCTIC RAILWAY & NAVIGATION COMPANY.

4 Alaska 574; 4 Alaska 530; 228 U. S. 87.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA, DIVISION NUMBER ONE.

No. 835-B.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, A CORPORATION, A. L. BERDOE, F. J. CUSHING, W. B. KING, V. I. HAHN, AND JOHN P. HARTMAN, DEFENDANTS.

Order sustaining demurrers.

This matter having come on for argument upon the demurrers of each of the defendants above named to the indictment returned against said defendants in the above-entitled cause, and after arguments by W. H. Bogle, Esq., and Royal A. Gunnison, Esq., counsel for said defendants, in support of said demurrers, and by John Rustgard, Esq., United States attorney, in opposition thereto, the court having taken said matter under advisement and having on the 29th day of April, A. D. 1912, rendered and filed its written opinion and decision herein:

Now, therefore, it is ordered that said demurrers and each of them be and hereby is sustained to both counts of said indictment, upon the grounds specifically set out in the said opinion and decision of the court rendered and filed upon the said 29th day of April, A. D. 1912, to which ruling the plaintiff duly excepts and which exception is duly allowed by the court. The defendants and each and all of them except to the form of this order, and exception is allowed.

Done in open court this 3d day of May, A. D. 1912.

THOMAS R. LYONS,
District Judge.

IN THE DISTRICT COURT FOR THE DISTRICT OF ALASKA
DIVISION NUMBER ONE, AT JUNEAU.

No. 837-B.

UNITED STATES OF AMERICA

v.

PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, A CORPORATION, PACIFIC COAST STEAMSHIP COMPANY, A CORPORATION, ALASKA STEAMSHIP COMPANY, A CORPORATION, CANADIAN PACIFIC RAILROAD COMPANY, A CORPORATION, THE NORTH PACIFIC WHARVES AND TRADING COMPANY, A CORPORATION, A. L. BERDOE, C. E. WYNN JOHNSON, E. E. BILLINGHURST, W. H. NANSEN, IRA BRONSON, J. C. FORD, CHARLES E. PEABODY, W. B. KING, G. H. HIGBEE, J. H. BUNCH, E. C. WARD, J. H. YOUNG, AND F. B. WERZBACHER.

Pleas of "guilty" of corporate defendants and order of dismissal as to certain individual defendants.

This matter comes on duly to be heard on this day, at 10 o'clock a. m., John Rustgard, Esquire, appearing on behalf of plaintiff, and the Pacific and Arctic Railway and Navigation Company appearing by Ballinger, Battle, Hulbert & Shorts, and Gunnison & Robertson; The North Pacific Wharves and Trading Company appearing by Gunnison & Robertson and Ira Bronson; Pacific Coast Steamship Company appearing by Farrell, Kane & Stratton, and Shackelford & Bayless; Alaska Steamship Company appearing by Bogle, Graves, Merritt & Bogle, and Winn & Burton; and the Canadian Pacific Railroad Company appearing by Bogle, Graves, Merritt & Bogle, and Gunnison & Robertson.

Whereupon John Rustgard, on behalf of the plaintiff, moved that each of said corporate defendants be now required to enter its plea to count one of the indictment herein; that thereupon each of the said corporate defendants, by and through their respective counsel above named, enters a plea of "guilty" to said count one of the said indictment.

And thereupon John Rustgard, as attorney for plaintiff, moved that the indictment herein be dismissed as against

each of the following defendants, to wit: C. E. Wynn Johnson, J. C. Ford, Charles E. Peabody, G. H. Higbee, J. H. Bunch, and J. H. Young, each being represented by his counsel of record, and said motion is then and there duly granted and the said indictment as to the individual defendants above named is dismissed.

That thereupon each of the above-named corporate defendants who had entered a plea of "guilty" waived further time for sentence and requested that sentence be imposed on each of them without further delay. Whereupon the court continued the case until 2 o'clock of the afternoon for the purpose of imposing sentence.

ROBERT W. JENNINGS,
District Judge.

Done in open court Monday, February 2, A. D. 1914.

IN THE DISTRICT COURT FOR THE DISTRICT OF ALASKA,
DIVISION NUMBER ONE, AT JUNEAU.

No. 837-B.

THE UNITED STATES OF AMERICA

v.

PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, A CORPORATION, PACIFIC COAST STEAMSHIP COMPANY, A CORPORATION, ALASKA STEAMSHIP COMPANY, A CORPORATION, CANADIAN PACIFIC RAILROAD COMPANY, A CORPORATION, THE NORTH PACIFIC WHARVES AND TRADING COMPANY, A CORPORATION, A. L. BERDOE, C. E. WYNN JOHNSON, E. E. BILLINGHURST, W. H. NANSEN, IRA BRONSON, J. C. FORD, CHARLES E. PEABODY, W. B. KING, G. H. HIGBEE, J. H. BUNCH, E. C. WARD, J. H. YOUNG, AND F. B. WURZBACHER.

Judgment and sentence of corporate defendants.

This cause comes duly on to be heard at 2 o'clock p. m.; John Rustgard, Esq., appearing on behalf of plaintiff; the corporate defendants, Pacific and Arctic Railway and Navigation Company, Pacific Coast Steamship Company, Alaska Steamship Company, Canadian Pacific Railroad Company

and The North Pacific Wharves and Trading Company appearing by their respective counsel; the court thereupon asks each of the said corporate defendants what it has to say, if anything, why the sentence of the court should not now be imposed, and each of said defendants being heard by the court, the court thereupon adjudges each of the said corporate defendants, the Pacific and Arctic Railway and Navigation Company, Pacific Coast Steamship Company, Alaska Steamship Company, Canadian Pacific Railroad Company and The North Pacific Wharves and Trading Company, guilty as charged in count one of the indictment herein, and sentences the Pacific Coast Steamship Company to pay a fine of five thousand dollars (\$5,000), the Alaska Steamship Company to pay a fine of five thousand dollars (\$5,000). The North Pacific Wharves and Trading Company to pay a fine of five thousand dollars (\$5,000), the Canadian Pacific Railroad Company to pay a fine of three thousand five hundred dollars (\$3,500), and the Pacific and Arctic Railway and Navigation Company to pay a fine of one thousand dollars (\$1,000).

ROBERT W. JENNINGS,

District Judge.

(Done in open court Monday, February 2, A. D. 1914.)

UNITED STATES v. PATTERSON ET AL.

201 Fed., 697; 205 Fed., 292; 222 Fed., 599; 238 U. S., 635.

DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION.

No. 862.

THE UNITED STATES OF AMERICA, PLAINTIFF,
v.
JOHN H. PATTERSON ET AL., DEFENDANTS.

ORDERS AND JUDGMENT.

This cause came on to be heard on the motion of the defendants for a new trial. On consideration whereof said motion is granted as to the defendant, George C. Edgeter, and on application of the United States Attorney the indictment is nollied as against him. Said motion for a new trial is overruled as to the other defendants, to which decision said defendants and each of them separately and severally excepts.

Thereupon the cause came on to be heard upon the written motions of each of the defendants to arrest judgment as to him on each count of the indictment. On consideration whereof said motions are overruled, to which decision and order of the court as to each count of the indictment each defendant excepts.

Thereupon, the district attorney moving for sentence, the court pronounced the following sentences, to wit:

That the defendant, John H. Patterson, pay a fine of \$5,000 and the costs of this prosecution to be taxed, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, Edward A. Deeds, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, William F. Bippus, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of nine months.

That the defendant, William H. Muzzy, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, William Pflum, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, Alfred A. Thomas, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of nine months.

That the defendant, Robert Patterson, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, Thomas J. Watson, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, Joseph E. Rogers, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Alexander C. Harned, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Frederick S. High, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Pliny Eves, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Arthur A. Wentz, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, George E. Morgan, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Charles T. Wahnsley, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Charles A. Synder, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Walter Cool, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of one year.

That the defendant, Myer N. Jacobs, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, Mont. L. Lasley, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of one year.

That the defendant, Earl B. Wilson, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of one year.

That the defendant, Jonathan B. Hayward, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of nine months.

That the defendant, Alexander W. Sinclair, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of one year.

That the defendant, John J. Range, pay the costs of this prosecution, and that he be confined in the jail of Warren County, Ohio, for a period of one year.

That the defendant, M. G. Keith, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

That the defendant, J. C. Laird, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, W. C. Howe, pay the costs of this prosecution, and that he be confined in the jail of Miami County, Ohio, for a period of one year.

That the defendant, E. H. Epperson, pay the costs of this prosecution, and that he be confined in the jail of Montgomery County, Ohio, for a period of one year.

Each of the defendants excepts to the sentence against him.

Sentence against the defendant, W. M. Cummings, is deferred; and the defendants giving notice of their intention to apply for a writ of error, it is ordered that pending the allowance of writ of error the defendant, John H. Patterson, enter into a recognizance in the sum of \$10,000, and that each of the other defendants enter into a recognizance in the sum of \$5,000, for their appearance before this court from day to day as the court may require.

On motion of the defendants they are given four months within which to prepare and file a bill of exceptions, with leave to apply hereafter for such further time, if any, as may be necessary or proper.

(The orders and judgment hereinbefore set out are indorsed.)

"Enter, Hollister, judge. Approved, S. T. McPherson. Filed, February 17, 1913."

DISTRICT COURT OF THE UNITED STATES, SOUTHERN
DISTRICT OF OHIO, WESTERN DIVISION.

No. 862.

THE UNITED STATES OF AMERICA, PLAINTIFF,

v.

JOHN H. PATTERSON ET AL, DEFENDANTS.

This day came the United States, by Stuart R. Bolin, United States attorney for the Southern District of Ohio, who, having represented to the court that the United States does not wish further to prosecute the defendants in this action under this indictment, and that he is authorized thereto by the Attorney General of the United States, moved the court for a nolle prosequi in said action. It is therefore ordered that the indictment in the above-entitled criminal action be, and the same hereby is, dismissed as to each count and as to each and all of the defendants, and that each and all of the parties pay their or its costs, as the same shall be severally taxed by the clerk.

(Signed) HOLLISTER, *District Judge.*

(Indorsed: Stuart R. Bolin, U. S. Atty. S. D. O.; Lawrence Maxwell, Atty. for Deft.; filed, Feb. 1, 1916.)

UNITED STATES v. JULIUS F. MILLER ET AL.

AT A TERM OF THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF NEW YORK, HELD AT THE COURT HOUSE OF THE SAID COURT IN THE COUNTY OF KINGS, BOROUGH OF BROOKLYN, IN SAID EASTERN DISTRICT, ON THE 25TH DAY OF OCTOBER, 1912.

Present: Hon. Van Vechten Veeder, judge.

**UNITED STATES OF AMERICA
AGAINST**

JULIUS F. MILLER, EDGAR B. NEWMAN, AND JOSEPH M. O'SULLIVAN (INDICTED AS JOSEPH M. SULLIVAN).

The above-named defendants, Julius F. Miller, Edgar B. Newman, and Joseph M. O'Sullivan (indicted as Joseph M. Sullivan), after due arraignment, having heretofore duly presented and filed in this court their demurrer to the indictment exhibited against them by the grand jurors of the United States within and for the district aforesaid (filed herein on the 2d day of April, 1912); and the issue of law raised by the said demurrer having been duly argued and considered by this court;

Now after hearing William J. Youngs, Esq., United States attorney (Louis R. Bick, Esq., assistant United States attorney, of counsel), for the United States, in support of said indictment, and Lewis L. Delafield, Esq., of counsel for the defendants, in support of the demurrer;

Now on motion of Hawkins, Delafield & Longfellow, the attorneys for the said defendants, it is ordered and adjudged that the said demurrer of the said defendants be, and the same hereby is sustained; that the said indictment be, and it hereby is dismissed.

(Sgd.) **VAN VECHTEN VEEDER, U. S. J.**

(Filed and entered Oct. 25, 1912.)

UNITED STATES v. PAYNE ET AL.

DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF TEXAS.

United States of America, Northern District of Texas, ss.

From the minutes of the District Court of the United States for said district on the 25th day of February, A. D. 1913, at the January term, 1913, of said court, held at Dallas, Tex.

Present: The Hon. Edward R. Meek, United States district judge for the Northern District of Texas, presiding, the following order, among others, was made and entered, to wit:

No. 1214.

February 25, 1913.

THE UNITED STATES OF AMERICA

v.

CALVIN N. PAYNE AND OTHERS.

Charge: Violation of the Sherman Act.

Upon motion of the United States attorney, Wm. H. Atwell, it is ordered that this cause be, and same is hereby dismissed.

From minute book 7, page 571.

UNITED STATES v. PAGE ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF OREGON.**

Be it remembered, that on Friday, the 21st day of February, 1913, the same being the 92d judicial day of the regular November term of said court, the following proceedings, among others, were had before the Honorable R. S. Bean, United States district judge for said district, to-wit:

No. 5904.

February 21, 1913. Indictment, act of July 2, 1890.

THE UNITED STATES

v.

F. H. PAGE ET AL.

Now at this time comes the United States by Mr. E. A. Johnson, assistant United States attorney, the defendants appearing in their own proper persons and by their attorney, Mr. W. C. Bristol; whereupon said defendants are each and all arraigned upon the indictment herein charging them with violation of the act of Congress approved July 2, 1890 (26 Stat. L. 209), as amended; and thereupon for plea to said indictment each and all of said defendants say they are guilty as therein charged, and thereupon said defendants having waived time for sentence, upon motion of the United States for judgment it is considered, ordered, and adjudged that defendant W. B. Glafke pay a fine of \$1,200, that the defendant Fred H. Page pay a fine of \$500, that defendant Edwin A. Bamford pay a fine of \$200, that defendant C. N. Dilley pay a fine of \$500, that defendant Timothy Pearson pay a fine of \$1,000, that defendant John A. Bell pay a fine of \$750, that defendant W. A. Mansfield pay a fine of \$250, that defendant W. H. Dryer pay a fine of \$750, that defendant Herbert McEwen pay a fine of \$500, that defendant Mark Levy pay a fine of \$750, that defendant Chas. R. Levy pay a fine of \$400, that defendant Ed. B. Levy pay a fine of \$400, that defendant Ben Levy pay a fine of \$400, that defendant John J. Cole pay a fine of \$400, that defendant G. H. Cardwell pay a fine of \$400, and thereupon it is ordered that each and all of said defendants have to and including Monday, February 24, 1913, to pay said fines.

UNITED STATES v. SOUTHERN WHOLESALE GROCERS' ASSOCIATION ET AL.

207 Fed. 434.

TUESDAY, JULY 23, 1913.

The District Court of the United States in and for the Southern Division of the Northern District of Alabama met pursuant to adjournment. Present, Hon. W. I. Grubb, United States district judge, Northern District of Alabama, presiding; C. B. Kennamer, assistant United States attorney; Pope M. Long, United States marshal; and Charles J. Allison, clerk.

THE UNITED STATES OF AMERICA

v.

SOUTHERN WHOLESALE GROCERS' ASSOCIATION ET AL.

In the matter of the petition for a rule to show cause why an attachment for a criminal contempt should not issue be it remembered, that on this the 29th day of July, A. D. 1913, comes the United States by Oliver D. Street, United States attorney for the Northern District of Alabama, who prosecutes in this behalf, and come also all of the defendants named in said petition in person and by their attorneys, Luke E. Wright, Esq., Walker Percy, Esq., and Borden Burr, Esq., and the further argument of this cause is resumed, and now after due consideration by the court of the testimony in this cause and the arguments of counsel, the court is of the opinion that the Southern Wholesale Grocers' Association in its organized capacity is guilty of contempt as charged in specifications numbered 4, 6, 8, 9, 12, 13, 15, 19, 24, 30, 32, 33, and 46; and that the defendant Joseph McLaurin is guilty of contempt as charged in specifications numbered 4, 6, 8, 9, 12, 13, 15, 19, 24, 30, 32, 33, and 46; and that defendant H. Lacey Hunt is guilty of contempt as charged in specifications numbered 4, 6, 12, 13, and 15; and that defendant L. A. Melchers is guilty of contempt as charged in specifications numbered 4, 6, 12, 13, and 15.

It is, therefore, considered and adjudged by the court that the said association, in its organized capacity, is guilty of

contempt as charged in specifications as above named, and that the United States have and recover of the said Southern Wholesale Grocers' Association the sum of two thousand five hundred and no 100 (\$2,500) dollars as a fine, together with the costs accruing upon said specifications, for which let execution issue.

It is further considered and adjudged by the court that defendant, Joseph H. McLaurin is guilty of contempt as charged in specifications numbered 4, 6, 8, 9, 12, 13, 15, 19, 24, 30, 32, 33, and 46 and that he pay a fine of one thousand and no 100 (\$1,000) dollars, and that he stand committed to the jail of Jefferson County, Ala., until said fine is paid.

It is further adjudged that the United States have and recover judgment against the said McLaurin for the costs accruing upon said specifications, for which let execution issue.

It is further considered and adjudged by the court that defendant H. Lacey Hunt is guilty of contempt as charged in specifications numbered 4, 6, 12, 13, and 15, and that he pay a fine of one thousand and no 100 (\$1,000) dollars, and stand committed to the jail of Jefferson County, Ala., until said fine is paid.

It is further considered and adjudged that the United States have and recover of the said H. Lacey Hunt judgment for the costs accruing upon said specification, for which let execution issue.

It is further considered and adjudged by the court that the defendant L. A. Melchers is guilty of contempt as charged in specifications numbered 4, 6, 12, 13, and 15, and that he pay a fine of one thousand and no 100 (\$1,000) dollars and stand committed to the jail of Jefferson County, Ala., until said fine is paid.

It is further ordered that the defendants have until the 1st day of December, 1913, to file their bill of exceptions in this cause.

It is further considered that the United States recover judgment against the said L. A. Melchers for the costs accruing upon said specifications, for which let execution issue.

It is further considered and adjudged by the court that the other defendants go hence without day.

W. I. GRUBB, *United States District Judge.*

UNITED STATES v. WHITE ET AL

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
WEST VIRGINIA.**

No. 1287.

Upon an indictment for violation of act of July 2, 1900.

THE UNITED STATES

v.

JOHN P. WHITE ET AL

This day came the district attorney and by leave of the court here says that he will not prosecute further the said defendants, or either of them, upon the indictment herein.

Whereupon it is considered by the court that the said defendants be discharged from said indictment and go hence without day.

Saturday, June 20, 1914.

(Signed)

**BENJ. F. KELLER,
*District Judge.***

UNITED STATES v. WILLIAM HIPPEN ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF OKLAHOMA.**

No. 903.

UNITED STATES OF AMERICA,

v.

WILLIAM HIPPEN, ET AL.

Be it remembered, that heretofore to wit, on the 1st day of October, A. D., 1913, the same being a day of the Special September 1913 Term at Oklahoma City of the District Court of the United States for the Western District of Oklahoma, the following proceedings were had in the above entitled cause, by said court, the Honorable John H. Cotteral, presiding, as appears of record in my office, to wit:

No. 903.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

WILLIAM HIPPEN, THOMAS D. TURNER, WILLIAM A. BENNETT, CHARLES MCQUITY, KAYE W. DAWSON, JOHN WOOD, SAMUEL L. MAXWELL, CLARENCE D. WALLACE, RAY A. KLEFEKER, HARRY T. SEAMANS, T. D. TURNER AND COMPANY, A CORPORATION, ORTH-KLEFEKER-WALLACE COMPANY, A CORPORATION, THE OKLAHOMA BROKERAGE COMPANY, A CORPORATION, DEFENDANTS.

ORDER.

This cause came on for further hearing this the first day of October, A. D., 1913, upon the demurrers of the defendants and of each of them to the indictment herein. Plaintiff appears by Homer N. Boardman, Esq., United States district attorney, who, in this behalf, prosecutes the pleas of the Government; defendants and each of them appearing by their

attorneys, B. F. Burwell and John Embry and the individual defendants also appearing in person. Thereupon, the demurrers having been hertofore presented to the court, and argued by counsel, and the court being duly advised in the premises, it is by the court,

Ordered and adjudged that said demurrers be and the same are sustained and said indictment is dismissed upon the ground that the act of July 2, 1890, entitled, "An act to protect trade and commerce against unlawful restraints and monopolies," is held by the court not to apply or extend to the acts and doings charged against the defendants in said indictment. To which ruling and order of the court the plaintiff duly excepts and gives notice of an appeal to the Supreme Court of the United States, and thereupon, it is further ordered by the court that the individual defendants and each of them be and they are hereby held upon their own recognizance in the sum of two thousand (\$2,000) dollars, pending said appeal and to await the further orders of the court."

UNITED STATES v. ROBERT M. THOMPSON ET AL.

**UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

ROBERT M. THOMPSON ET AL.

(Docket entry.)

December 18, 1913:

Defendant **Morris H. Rothschild** withdraws plea of not guilty and enters plea of nolo contendere.

Defendant sentenced to pay a fine of \$4,000.

Defendants **Scales, Hayne, and Brown and Thompson** withdraw pleas of not guilty and plead nolo contendere to count seven.

Defendant **Eugene G. Scales** sentenced to pay a fine of \$4,000.

Defendant **Frank B. Hayne** sentenced to pay a fine of \$4,000.

Defendant **William P. Brown** sentenced to pay a fine of \$4,000.

December 30, 1913:

Defendant **Thompson** sentenced to pay a fine of \$4,000.

December 31, 1913:

Defendant **Scales**, fine reduced to \$2,000 by Judge **Holt**.

UNITED STATES v. WHITE ET AL.

**PLEAS IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLORADO, SITTING AT DENVER.**

Be it remembered, that heretofore, and on, to-wit, the 8th day of January, A. D. 1916, the same being one of the regular juridical days of the November term, A. D. 1915, of said court, Present: The Hon. Robert E. Lewis, district judge, the following proceeding was had and entered of record in a certain case in said court pending between the United States of America and John P. White, et al, to-wit:

No. 2948.

Indictment for conspiracy to monopolize trade.

THE UNITED STATES OF AMERICA

v.

JOHN P. WHITE, FRANK J. HAYES, AND WILLIAM GREEN.

At this day comes Harry B. Tedrow, Esq., district attorney, who prosecutes the pleas of the United States in this behalf, and saith he will no further prosecute the indictment herein against the defendants.

Wherefore, it is considered by the court that the said defendants of and from the premises in this said indictment specified be discharged and go hence hereof without day.

UNITED STATES v. HAYES ET AL.

**PLEAS IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLORADO, SITTING AT DENVER.**

Be it remembered that heretofore, and on, to wit, the 8th day of January, A. D. 1916, the same being one of the regular juridical days of the November term, A. D. 1915, of said court, present: The Hon. Robert E. Lewis, district judge, the following proceeding was had and entered of record in a certain case in said court pending, between the United States of America and Frank J. Hayes et al, to wit:

No. 2947.

Indictment for conspiracy in restraint of trade.

THE UNITED STATES OF AMERICA

v.

FRANK J. HAYES, JOHN R. LAWSON, ADOLPH GERMER, ROBERT ULRICH, A. B. MCGARY, JAMES MORGAN, CHARLES BATLEY, EDGAR WALLACE, LOUIS ZANCANELLI, SAM CARTER, MARIO ZENNI, CHARLES RICHARDS, DAN RICHARDS, EDWARD RICHARDS, SAM DE JOHN, FRANK KRUPA, PETE RICH, CHARLES SHEPPARD, MARCUS MARCONOLRICH, JOHN FLOCKHARDT, DANIEL MARTINEZ, PETER GONZALES, AND D. A. DURAND.

At this day comes Harry B. Tedrow, Esq., district attorney, who prosecutes the pleas of the United States in this behalf, and saith he will no further prosecute the indictment herein against the defendants.

Wherefore, it is considered by the court that the said defendants of and from the premises in this said indictment specified be discharged and go hence hereof without day.

UNITED STATES v. KNAUER ET AL.

237 Fed. 8.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION.**

No. 2358.

Criminal, November, 1914, term, March 31. A. D. 1915.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

ROBERT KNAUER ET AL., DEFENDANTS.

Proceedings of the District Court of the United States for the Southern District of Iowa, had on the 31st day of March, A. D. 1915, it being the November, 1914, term of said court at Des Moines, Iowa, Honorable John C. Pollock, judge, presiding:

Now, on this day this cause came on for hearing, the United States of America appearing by Claude R. Porter, United States attorney, and the defendants appearing in their own proper person and by L. C. Boyle and Strock & Wallace, their attorneys, and the arguments of counsel being concluded, and the court being fully advised in the premises, overrules the motions in arrest of judgment and the motions for a new trial as to defendants Robert Knauer, Hugh B. McCarten, John P. Cunningham, and George H. Wents, to the ruling of the court on said motions the defendants and each of them except, and counsel for defendants having withdrawn their motions in arrest of judgment with the privilege of renewing the same as to the following defendants, to wit: James A. Wallace, R. E. Knauer, Chas. G. Bosch, Fred Kubias, Louis Smid, Ambrose Clayton, Richard Mullen, J. O. Connell, E. F. Hawk, W. C. McCarten,

John F. Garvey, Thomas J. Daly, William Scott, Hugo W. Kuyper, V. J. Hagan, John F. Gearen, Ralph A. Ellis, John R. King, Joseph C. Bixby, J. B. Coningham, E. D. Hornbrook, W. C. Haviland, W. J. Hilliard, Frank U. Patterson, Wm. A. Decker, Wm. J. Woolley, George F. Reeke, Louis Sonntag, Henry H. Niebuhr, James A. Trane, and W. W. Hughes, the court thereupon ordered this cause continued as to said last-named thirty-one defendants upon their motions for a new trial, and that the bonds heretofore given by said defendants should remain in full force and effect; and further, as to defendant Ernest O. Wilkerson, counsel having withdrawn his motion for a new trial and motion in arrest of judgment, that the motion of said defendant Ernest O. Wilkerson for a directed verdict be sustained as of the day of the making of the same, and that the said Wilkerson be discharged and the sureties on his bond exonerated.

Thereupon on motion of the United States attorney for judgment on the verdict of the jury returned against the defendant Robert Knauer, it is ordered and adjudged by the court that the defendant Robert Knauer make his fine unto the United States in the sum of one thousand (\$1,000) dollars, and that he pay his share of the costs taxed at \$—, and that he be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid.

Thereupon on motion of the United States attorney for judgment on the verdict of the jury returned against the defendant Hugh B. McCarten, it is ordered and adjudged by the court that the defendant Hugh B. McCarten make his fine unto the United States in the sum of one thousand (\$1,000) dollars, and that he pay his share of the costs taxed at \$—, and that he be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid.

Thereupon on motion of the United States attorney for judgment on the verdict of the jury returned against the defendant John P. Cunningham, it is ordered and adjudged by the court that the defendant John P. Cunningham make his fine unto the United States in the sum of five hundred (\$500) dollars, and that he pay his share of the costs taxed at \$—, and that he be committed to the Polk County, Iowa, jail, at Des Moines, Iowa, until said fine and costs are paid.

Thereupon on motion of the United States attorney for judgment on the verdict of the jury returned against the defendant George H. Wentz, it is ordered and adjudged by the court that the defendant George H. Wentz make his fine unto the United States in the sum of five hundred (\$500) dollars, and that he pay his share of the costs taxed at \$—, and that he be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid.

It is further ordered that said defendants Robert Knauer, Hugh B. McCarten, John P. Cunningham, and George H. Wentz, and each of them, have thirty days within which to file a bill of exceptions herein.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION.

No. 2016.

Criminal, November, 1916, term December 2, A. D. 1916.

UNITED STATES OF AMERICA, PLAINTIFF,

v.

ROBERT KNAUER ET AL., DEFENDANTS.

Proceedings of the District Court of the United States for the Southern District of Iowa had on the 2d day of December, A. D. 1916, it being the November, 1916, term of said court at Des Moines, Iowa, Honorable John C. Pollock, judge, presiding:

On this day this cause comes on for further hearing, the plaintiff appearing by Claude R. Porter, its attorney, and the defendants and each of them in their own proper person and by L. C. Boyle and Strock & Wallace, their attorneys. The motions for new trials filed by the several defendants herein not heretofore sentenced having been fully considered by the court are overruled.

It is further ordered that the defendant, Robert Knauer, pay the fine of one thousand dollars (\$1,000) heretofore adjudged against him, and his share of the costs are taxed at \$10 by the court;

And that the defendant H. B. McCarten pay the fine of one thousand (\$1,000) dollars heretofore adjudged against him, and his share of the costs are taxed at \$10 by the court;

And that the defendant John P. Cunningham pay the fine of five hundred (\$500) dollars heretofore adjudged against him, and his share of the costs are taxed at \$10 by the court;

And the defendant George H. Wentz pay the fine of five hundred (\$500) dollars heretofore adjudged against him, and his share of the costs are taxed at \$10 by the court.

Thereupon on motion of the United States attorney for judgment as to the remainder of the defendants, it is inquired of the defendant, James A. Wallace, what, if anything he has to say why judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said James A. Wallace make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of \$100 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant R. E. Knauer what, if anything, he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that the said R. E. Knauer make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of \$50 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Chas. G. Bosch what, if anything, he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Chas. G. Bosch make his fine to the United States of America in the sum of one hundred and fifty (\$150) dollars and pay the further sum of \$100 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Fred Kubias what, if anything, he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Fred Kubias make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of \$25 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Louis Smid what, if anything, he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Louis Smid make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of \$100 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Ambrose Clayton what if anything he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Ambrose Clayton make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of \$50 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Richard Mullen what if anything he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Richard Mullen make his fine to the United States of America in the sum of one hundred and fifty dollars (\$150) and pay the further sum of \$100 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be com-

mitted to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant J. O. Connell what if anything he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said J. O. Connell make his fine to the United States of America in the sum of fifty dollars (\$50) and pay the further sum of \$25 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant E. F. Hawk what if anything he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said E. F. Hawk make his fine to the United States of America in the sum of fifty dollars and pay the further sum of \$25 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant W. C. McCarten what if anything he has to say why judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say it is ordered, adjudged, and decreed that said W. C. McCarten make his fine to the United States of America in the sum of fifty dollars (\$50) and pay the further sum of \$25 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid:

And it is further inquired of the defendant John F. Garvey what if anything he has to say why judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said John F. Garvey make his fine to the United States of America in the sum of one hundred and fifty (\$150) dollars and pay the further sum of \$50 as his share of the costs. In default of the pay-

ment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Thomas J. Daly what, if anything, he has to say why judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Thomas J. Daly make his fine to the United States of America in the sum of one hundred and fifty (\$150) dollars and pay the further sum of \$50 as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Hugo W. Kuyper what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Hugo W. Kuyper make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty dollars (\$50) as his share of the costs. In default of the payment of the said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that if fifty dollars (\$50) of said fine is paid, the remaining fifty dollars (\$50) of said fine and the fifty dollars (\$50) costs, shall be collectible on execution only;

And it is further inquired of the defendant V. J. Hagan what, if anything, he has to say why the judgment of the court should not be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said V. J. Hagan make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty dollars (\$50) as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

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And it is further inquired of the defendant Ralph A. Ellis what, if anything, he has to say why judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Ralph A. Ellis make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that if fifty (\$50) dollars of the said fine is paid, the remaining fifty (\$50) dollars of said fine and the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant John R. King what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decree that said John R. King make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Joseph C. Bixby what, if anything, he has to say why judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Joseph C. Bixby make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant J. B. Coningham what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having

said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that the said J. B. Coningham make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant E. D. Hornbrook what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said E. D. Hornbrook make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant W. C. Haviland what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that the said W. C. Haviland make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant W. J. Hilliard what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that the said W. J. Hilliard make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further

sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant Wm. Scott what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that the said Wm. Scott make his fine to the United States of America in the sum of one hundred (\$100) dollars. In default of the payment of said fine, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine is paid;

And it is further inquired of the defendant Frank U. Patterson what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Frank U. Patterson make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of \$25 as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant Wm. A. Decker what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Wm. A. Decker make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid, provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant Wm. J. Woolley what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Wm. J. Woolley make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant George F. Reeke what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said George F. Reeke make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid; provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant Louis Sonntag what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Louis Sonntag make his fine to the United States of America in the sum of twenty-five (\$25) dollars. In default of the payment of said fine, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine is paid;

And it is further inquired of the defendant Henry H. Niebuhr what if anything he has to say why the judgment of the court should not be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Henry H. Niebuhr make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty

(\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant James A. Trane what if anything he has to say why the judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said James A. Trane make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of twenty-five (\$25) dollars, as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant W. W. Hughes what if anything he has to say why the judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said W. W. Hughes make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of twenty-five (\$25) dollars as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid.

It appearing to the court that the defendant John F. Gearen has died since the trial of his cause, it is therefore ordered that the case as to him be dismissed and his bond exonerated.

It is further ordered that the bonds of the above named defendants and each of them be discharged and sureties thereon exonerated.

UNITED STATES v. AMERICAN WRINGER CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.**

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES,

v.

**THE AMERICAN WRINGER Co., A CORPORATION OF THE STATE
OF PENNSYLVANIA.**

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of twenty-five hundred (\$2,500) dollars; and that you pay the costs of this prosecution.

(Signed)

Per CURIAM.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.**

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES

v.

**LOVELL MANUFACTURING Co., A CORPORATION OF THE STATE
OF PENNSYLVANIA.**

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of twenty-five hundred (\$2,500) dollars; that you pay the costs of this prosecution.

(Signed)

Per CURIAM.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.

No. 24.

May term, 1914. criminal docket.

THE UNITED STATES

v.

CHARLES S. MEACHAM.

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of five hundred (\$500) dollars; and that you pay the costs of this prosecution.

(Signed) Per CURIAM.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.

No. 24.

May term, 1914. criminal docket.

THE UNITED STATES

v.

GEORGE H. JANTZ.

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of five hundred (\$500) dollars; and that you pay the costs of this prosecution.

(Signed) Per CURIAM.

UNITED STATES v. COLLINS ET AL.

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

No. 29922.

UNITED STATES

v.

DANIEL P. COLLINS ET AL.

The United States attorney reports that: On December 23, 1914, a nolle prosequi was entered as to defendant Robert A. Golden, Mr. Chief Justice J. Harry Covington presiding; the entry on the minutes of the court on said date in this connection being as follows:

No. 29922.

Indicted for violation of the "Sherman Anti-Trust Law."

UNITED STATES v. DANIEL P. COLLINS, FRANK B. GUEST, James W. Beasley, John W. Lynn, David W. Ballinger, Alonzo R. Lawrence, William Brayshaw, Andrew W. Kelley, Oliver O. Spicer, James M. Holloway, Brevard D. Strohecker, T. Hamlin Strohecker, William M. Johnson, J. Edward Jesse, Louis P. Krey, Albin Price, John F. Crovo, Harry R. Price, Theodore F. Simons, John H. Carter, Joseph E. Falk, Thomas P. Hickman, Roy M. Hickman, Willis S. Hoge, James M. Hoge, Willis S. Hoge, jr., Albert J. Simons, Frank J. Ehlers, Robert A. Golden, William G. Carter, William A. Sacks.

Come as well the attorney of the United States, as the defendants by their attorneys, George P. Hoover, Charles A. Douglas, A. A. Birnie, Charles W. Darr, Julius I. Peyser, W. A. Johnston, Crandall Mackey, George F. Whitford, J. B. Carter, Creed M. Fulton, C. T. Jesse, and Koenigsberger, Esquires; and thereupon the attorney of the United States says he will not further prosecute this indictment as to the defendant Robert A. Golden; whereupon it is considered by the court that the said defendant Robert A. Golden go

thereof without day; whereupon the demurrers of the other defendants coming on to be heard, after argument are submitted to the court.

The United States attorney reports that: On May 1, 1915, a nolle prosequi was entered as to defendant Albin Price, Mr. Chief Justice J. Harry Covington presiding, the entry on the minutes of the court on said date in this connection being as follows:

No. 29922.

Indicted for violation of section 3, act of July 2, 1890.

UNITED STATES,

v.

DANIEL P. COLLINS, FRANK B. GUEST, JAMES W. BEASLEY, JOHN W. LYNN, DAVID W. BALLINGER, ALONZO R. LAWRENCE, WILLIAM R. BRAYSHAW, ANDREW W. KELLEY, OLIVER O. SPICER, JAMES M. HOLLOWAY, BREVARD D. STROHECKER, T. HAMLIN STROHECKER, WILLIAM M. JOHNSON, J. EDWARD JESSE, LOUIS P. KREY, ALBIN PRICE, JOHN F. CROVO, HARRY R. PRICE, THEODORE F. SIMONS, JOHN H. CARTER, JOSEPH E. FALK, THOMAS P. HICKMAN, ROY M. HICKMAN, WILLIS S. HOGE, JAMES M. HOGE, WILLIS S. HOGE, Jr., ALBERT J. SIMONS, FRANK J. EHLERS, WILLIAM G. CARTER, AND WILLIAM A. SACKS.

Now comes here the attorney of the United States and says he will not further prosecute this indictment as to the defendant Albin Price; whereupon it is considered by the court that the said defendant Albin Price go thereof without day; and thereupon it is considered by the court that the demurrers heretofore argued and submitted to the court in this case be, and they are hereby, overruled, to which action of the court the several defendants herein by their attorneys pray an exception which is noted.

The United States attorney reports that: On December 22, 1915, the following judgment of the court was entered by Mr. Chief Justice J. Harry Covington:

No. 29922.

Indicted for violation of section 8, act of Congress approved July 2, 1890 (Sherman anti-trust law).

UNITED STATES,

v.

DANIEL P. COLLINS, JAMES W. BEASLEY, JOHN W. LYNN, DAVID M. BALLINGER, ALONZO R. LAWRENCE, WILLIAM BRAYSHAW, ANDREW W. KELLEY, JAMES M. HOLLOWAY, BREVARD D. STROHECKER, WILLIAM M. JOHNSON, J. EDWARD JESSE, LOUIS P. KREY, T. HAMLIN STROHECKER, JOHN F. CROVO, HARRY R. PRICE, THEODORE F. SIMONS, JOHN H. CARTER, JOSEPH E. FALK, THOMAS P. HICKMAN, ROY M. HICKMAN, WILLIS S. HOGE, Sr., WILLIS S. HOGE, Jr., ALBERT J. SIMONS, FRANK J. EHLERS, WILLIAM G. CARTER, WILLIAM A. SACKS.

Come as well the attorney of the United States, as to the defendants in proper person, according to their several recognizances and by their attorneys, George P. Hoover, Charles A. Douglas, W. A. Johnston, C. W. Darr, Julius Peyser, J. Barrett Carter, T. L. Jeffords, C. T. Jesse, and Crandall Mackey, Esquires; whereupon the defendants being arraigned upon the indictment, the reading of which each defendant waives, each of said defendants pleads thereto nolo contendere; whereupon it is considered by the court that for their said offense, each of said defendants pay a fine of twenty-five dollars (\$25), and costs, which fines are paid in open court.

The United States attorney reports that: On January 5, 1916, the following judgment of the court was entered by Mr. Chief Justice J. Harry Covington:

No. 29922.

Indicted for violation "Sherman antitrust law."

UNITED STATES

v.

FRANK B. GUEST AND OLIVER O. SPICER.

Come as well the attorney of the United States, as to the defendants in proper person, according to their recognizances and by their attorneys, A. A. Birney and C. A. Douglas, esquires; whereupon the defendants being arraigned upon the indictment, the reading whereof they specifically waive; each enters a plea of nolo contendere, and each of said defendants is ordered to pay a fine of twenty-five dollars (\$25) which fine is paid.

The United States attorney reports that: On January 7, 1916, the following judgment of the court was entered by Mr. Chief Justice J. Harry Covington:

No. 29922.

Indicted for violation "Sherman antitrust law."

UNITED STATES

v.

JAMES M. HOGUE.

Come as well the attorney of the United States, as the defendant in proper person, according to his recognizance, and by his attorney, J. B. Carter, Esq.; whereupon the defendant being arraigned upon the indictment, the reading whereof he specifically waives, enters a plea of nolo contendere, and said defendant is ordered to pay a fine of twenty-five dollars (\$25), which fine is paid.

UNITED STATES v. McCOACH ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.

No. 9.

September term. 1914.

THE UNITED STATES

v.

WILLIAM McCOACH ET AL.

And now, to wit, December 28, A. D. 1916, the sentence of the court is that defendants, Thomas J. Dyer, Fenton T. Evans, Charles W. Fisher, Frederick E. Fladd, George W. Gast, Ray J. Hillenbrand, L. Roy Hershey, O. G. Irwin, M. C. Judd, James H. Lutz, jr., Edward H. Morgan, Andrew J. Murphy, David Menchey, William McCoach, Michael Purtill, David H. Roberts, Charles L. Titus, Richard Turner, John J. Vogelpohl, S. S. White, Charles K. Will, Charles W. Wilson, and James A. Wood each pay a fine to the United States of one hundred (\$100) dollars and fifty (\$50) dollars of the costs; that Harry L. Burd, Eb. Ellen, Joseph O'Donnell, Edmund M. Tate each pay a fine to the United States of fifty (\$50) dollars and ten (\$10) dollars of the costs; that defendant S. Louis Barnes pay a fine to the United States of fifty (\$50) dollars and fifty (\$50) dollars of the costs; that defendant, D. F. Durkin, pay a fine to the United States of fifty (\$50) dollars and twenty-five (\$25) dollars of the costs; that defendant, Alfred C. Eynon, pay a fine to the United States of two hundred and fifty (\$250) dollars and two hundred and fifty (\$250) dollars of the costs; that Frank J. Fee pay a fine to the United States of five hundred (\$500) dollars and two hundred (\$200) dollars of the costs; that defendant William Haas pay a fine to the United States of one hundred (\$100) dollars and one hundred (\$100) dollars of the costs; and that each of said defendants stand committed until this sentence be complied with.

(Signed)

Per CURIAM.

UNITED STATES v. IRVING ET AL.

**IN THE UNITED STATES DISTRICT COURT IN AND FOR THE
DISTRICT OF UTAH.**

No. 451.

(Criminal.)

UNITED STATES OF AMERICA, PLAINTIFF,

v.

**CHRIS IRVING, IRVING M. HIGHLEY, ROY SPENCER, CHARLES
J. HIGSON, WILLIAM S. HIGHAM, JOHN A. FORSYTH,
HENRY GREEN, JAMES MACBETH, WILLIAM ROSSITER, FOS-
TER W. JONES, A. J. ATKIN, PARLEY G. JAMES, AND FRANK
G. CARTHEY, AND WILL REES, DEFENDANTS.**

JUDGMENT.

In this cause on the 9th day of October, 1916, the plaintiff appearing by William W. Ray, George H. Murdock, and E. Lowry Humes, its attorneys, said defendants appearing in their own proper persons and by Louis O. Boyle, E. B. Critchlow, and W. J. Barrette, their attorneys, also come. And said defendants having been brought to the bar of the court, and having been duly arraigned and having waived the reading of the said indictment, and each having said that he is not guilty in manner and form as in and by this said indictment he stands charged. And afterwards and on the 12th day of September, 1916, this cause coming on regularly for trial, the United States attorney saith that he will no further prosecute the defendants, Irving M. Highley and Roy Spencer, and moves the court that this cause be dismissed as to them. Whereupon it is ordered by the court that of and from the premises in this said indictment specified, said Irving M. Highley and Roy Spencer go hence hereof without day, and that they and their sureties on their bonds

And it is further inquired of the defendant Wm. J. Woolley what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Wm. J. Woolley make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant George F. Reeke what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said George F. Reeke make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of fifty (\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid; provided, however, that the fifty (\$50) dollars costs shall be collectible on execution only;

And it is further inquired of the defendant Louis Sonntag what, if anything, he has to say why the judgment of the court should not now be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Louis Sonntag make his fine to the United States of America in the sum of twenty-five (\$25) dollars. In default of the payment of said fine, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine is paid;

And it is further inquired of the defendant Henry H. Niebuhr what if anything he has to say why the judgment of the court should not be pronounced, and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said Henry H. Niebuhr make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of fifty

(\$50) dollars as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant James A. Trane what if anything he has to say why the judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said James A. Trane make his fine to the United States of America in the sum of one hundred (\$100) dollars and pay the further sum of twenty-five (\$25) dollars, as his share of the costs. In default of the payment of said fine and costs, said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid;

And it is further inquired of the defendant W. W. Hughes what if anything he has to say why the judgment of the court should not now be pronounced and he having said what he desired to say and having nothing further to say, it is ordered, adjudged, and decreed that said W. W. Hughes make his fine to the United States of America in the sum of fifty (\$50) dollars and pay the further sum of twenty-five (\$25) dollars as his share of the costs. In default of the payment of said fine and costs said defendant shall be committed to the Polk County, Iowa, jail at Des Moines, Iowa, until said fine and costs are paid.

It appearing to the court that the defendant John F. Gearen has died since the trial of his cause, it is therefore ordered that the case as to him be dismissed and his bond exonerated.

It is further ordered that the bonds of the above named defendants and each of them be discharged and sureties thereon exonerated.

UNITED STATES v. AMERICAN WRINGER CO.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.**

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES,

v.

**THE AMERICAN WRINGER Co., A CORPORATION OF THE STATE
OF PENNSYLVANIA.**

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of twenty-five hundred (\$2,500) dollars; and that you pay the costs of this prosecution.

(Signed)

Per CURIAM.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.**

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES

v.

**LOVELL MANUFACTURING Co., A CORPORATION OF THE STATE
OF PENNSYLVANIA.**

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of twenty-five hundred (\$2,500) dollars; that you pay the costs of this prosecution.

(Signed)

Per CURIAM.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES

v.

CHARLES S. MEACHAM.

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of five hundred (\$500) dollars; and that you pay the costs of this prosecution.

(Signed) Per CURIAM.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
WESTERN DISTRICT OF PENNSYLVANIA.

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES

v.

GEORGE H. JANTZ.

And now, to wit, November 10, A. D. 1914, the sentence of the court is, that you pay a fine to the United States of five hundred (\$500) dollars; and that you pay the costs of this prosecution.

(Signed) Per CURIAM.

UNITED STATES v. AMERICAN WRINGER

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF PENNSYLVANIA

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES,
v.
THE AMERICAN WRINGER CO., A CORPORATION
OF PENNSYLVANIA.

And now, to wit, November 10, A. D. 1914
of the court is, that you pay a fine to the United States
twenty-five hundred (\$2,500) dollars; and that you pay the
costs of this prosecution.

(Signed) P.

IN THE DISTRICT COURT OF THE UNITED STATES
WESTERN DISTRICT OF PENNSYLVANIA

No. 24.

May term, 1914, criminal docket.

THE UNITED STATES
v.
LOVELL MANUFACTURING CO., A CORPORATION OF
OF PENNSYLVANIA.

And now, to wit, November 10, A. D. 1914, the
the court is, that you pay a fine to the United States
twenty-five hundred (\$2,500) dollars; that you pay the
of this prosecution.

(Signed) Per

the demurrers of the other
rd, after argument are sub-

ports that: On May 1, 1915,
s to defendant Albin Price,
vinton presiding, the entry
said date in this connection

922.

ion 8, act of July 2, 1890.

STATES,

GUEST, JAMES W. BEASLEY,
W. BALLINGER, ALONZO R.
YSHAW, ANDREW W. KELLEY,
M. HOLLOWAY, BREVARD D.
COHECKER, WILLIAM M. JOHN-
P. KREY, ALBIN PRICE, JOHN
THEODORE F. SIMONS, JOHN H.
THOMAS P. HICKMAN, ROY M.
JAMES M. HOGE, WILLIS S.
FRANK J. EHLERS, WILLIAM
SACKS.

ey of the United States and
cute this indictment as to the
upon it is considered by the
Albin Price go thereof with-
considered by the court that
rgued and submitted to the
hey are hereby, overruled, to
several defendants herein by
tion which is noted.

in due form of law as charged in the indictment filed herein against him, and the defendant being asked by the court if he has anything to say why the sentence and judgment of the court should not now be pronounced upon him, and showing no good and sufficient reasons why sentence and judgment should not be pronounced, it is therefore considered and ordered by the court and is the sentence and judgment of the court upon the verdict of guilty so rendered by the jury as aforesaid, that the defendant Michael Boyle be confined and imprisoned in the house of correction of the city of Chicago for and during a period of one year and that he forfeit and pay to the United States a fine in the sum of five thousand dollars, besides the costs in this behalf expended, and that execution issue therefor; thereupon the defendant, by his attorney enters his motion for a writ of error which will be allowed upon the filing of a bond in the sum of fifteen thousand dollars, which bond shall act as a supersedeas, the defendant to file his bill of exceptions herein within thirty days.

(The above is the form of order used for defendant, Raymond Cleary, except that the amount of fine is \$500 and the amount of bond \$5,000 for defendant Cleary.)

This cause coming on to be heard on the motion of the defendants for a new trial herein, come the parties by their attorneys; and the court having heard the arguments of counsel and being fully advised in the premises overrules and denies said motion, to which order of the court the defendants by their attorneys duly except and enter their motion in arrest of judgment; and this cause coming on to be heard on said motion in arrest of judgment, the court having heard the arguments of counsel and being fully advised in the premises, overrules said motion in arrest of judgment, to which order of the court the said defendants by their attorneys duly except.

It is ordered by the court that the defendants herein upon whom fines have been imposed stand committed to the house of correction of the city of Chicago until said fines be paid.

It is ordered by the court that this cause be dismissed as to the defendants, Custer L. Hampton and Edward E. Berthold, and that said defendants be discharged.

UNITED STATES v. RINTELEN ET AL.

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

RINTELEN ET AL.

(Docket entry.)

May 1, 1917:

Trial begun. Present, Hon. E. E. Cushman, J.

May 10, 1917:

Indictment dismissed as to Monnett.

May 20, 1917 (Sunday):

Trial concluded. Verdict: Franz Rintelen, David Lamar, and Henry B. Martin guilty as charged.

Jury reports further that they are unable to agree upon a verdict as to the defendants Buchanan, Taylor, Fowler, and Schulties. Recognizances ordered continued.

May 21, 1917:

Defendant Franz Rintelen sentenced to one year in Mercer County jail, Trenton, N. J. Bail fixed in sum of \$25,000.

David Lamar sentenced to one year in Mercer County jail, Trenton, N. J. Bail fixed in sum of \$10,000.

Defendant Henry B. Martin sentenced to one year in Mercer County jail, Trenton, N. J. Bail fixed in sum of \$5,000.

UNITED STATES v. FRANZ BOPP ET AL.

IN THE SOUTHERN DIVISION OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA, FIRST DIVISION.

No. 5870.

Convicted of a conspiracy to violate section 1 of the act of Congress
of July 2, 1890.

THE UNITED STATES OF AMERICA

v.

FRANZ BOPP, E. H. VON SCHACK, WILHELM VON BRINCKEN,
CHARLES C. CROWLEY, and MARGARET W. CORNELL.

JUDGMENT ON VERDICT OF GUILTY AS TO THE EIGHTH COUNT
OF THE INDICTMENT.

Now, on this 22d day of January, A. D. 1917, the defendant, Franz Bopp, in his own proper person and with his counsel, Theodore J. Roche, Esq., being present in open court, comes John W. Preston, Esq., United States attorney, and moves the court that judgment be pronounced in this cause; whereupon the defendant was duly informed by the court of the nature of the indictment filed on the 14th day of February, A. D. 1916, charging him with having conspired to violate section 1 of the act of Congress of July 2, 1890; of his arraignment and plea of not guilty; of his trial and the verdict of the jury on the 10th day of January, A. D. 1917, to wit: "We, the jury, find Franz Bopp, E. H. von Schack, Margaret W. Cornell, Charles C. Crowley, and Wilhelm von Brincken, the defendants at the bar, guilty. Thomas Jennings, W. C. Little, J. Forrest Wyman, Ed. Bonar, Thos. Flint, jr., William Minor, J. B. Cambers, A. B. Emerson, William P. Taylor, jr., Michael C. Shea, H. T. Welch, H. F. Plummer, Foreman."

The defendant was then asked if he had any legal cause to show why judgment should not be pronounced against him, and no sufficient cause being shown or appearing to the court, and the court having overruled a motion for new trial, a motion to set aside the verdict of the jury, and a motion in arrest of judgment; thereupon the court rendered its judgment;

That whereas the said Franz Bopp having been duly convicted in this court of a conspiracy to violate section 1 of the act of Congress of July 2, 1890;

It is therefore ordered and adjudged that the said Franz Bopp be imprisoned in the county jail, city and county of San Francisco, State of California, for the period of one (1) year and that he pay a fine in the sum of five thousand (\$5,000) dollars, and that in default of the payment of said fine that the said Franz Bopp be further imprisoned until said fine be paid or until he be otherwise discharged by due process of law.

Further ordered that the said term of imprisonment imposed on the defendant, Franz Bopp, run concurrently with the term of imprisonment this day imposed upon said defendant in case No. 5885, *The United States of America vs. Franz Bopp, E. H. von Schack, Wilhelm von Brincken, Charles C. Crowley, and Margaret W. Cornell.*

Provided, however, that should said defendant for any cause not be required to serve the term of imprisonment imposed on him in said cause No. 5885, *The United States of America vs. Franz Bopp et al.*, then and in that case so much of this judgment as provides for the running of concurrent sentences shall be of no binding force or effect.

Judgment entered this 22d day of January, A. D. 1917.

WALTER B. MALING, *Clerk.*

By C. W. CALBREATH, *Deputy Clerk.*

IN THE SOUTHERN DIVISION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, FIRST DIVISION.

No. 5870.

Convicted of a conspiracy to violate section 1 of the act of Congress of July 2, 1890.

THE UNITED STATES OF AMERICA

VS.

1
FRANZ BOPP, E. H. VON SCHACK, WILHELM VON BRINCKEN,
CHARLES C. CROWLEY, AND MARGARET W. CORNELL.

JUDGMENT ON VERDICT OF GUILTY AS TO THE EIGHTH COUNT
OF THE INDICTMENT.

Now on this 22d day of January, A. D. 1917, the defendant, E. H. von Schack, in his own proper person and with his counsel, Theodore J. Roche, Esq., being present in open court, comes John W. Preston, Esq., United States attorney, and moves the court that judgment be pronounced in this cause; whereupon the defendant was duly informed by the court of the nature of the indictment filed on the 14th day of February, A. D. 1916, charging him with having conspired to violate section 1 of the act of Congress of July 2, 1890; of his arraignment and plea of not guilty; of his trial and the verdict of the jury on the 10th day of January, A. D. 1917, to wit: "We, the jury, find Franz Bopp, E. H. von Schack, Margaret W. Cornell, Charles C. Crowley, and Wilhelm von Brincken, the defendants at the bar, guilty. Thomas Jennings, W. C. Little, J. Forrest Wyman, Ed. Bonar, Thos. Flint, jr., William Minor, J. B. Chambers, A. B. Emerson, William P. Taylor, jr., Michael C. Shea, H. T. Welch. H. F. Plummer, foreman."

The defendant was then asked if he had any legal cause to show why judgment should not be pronounced against him, and no sufficient cause being shown or appearing to the court, and the court having overruled a motion for new trial, a motion to set aside the verdict of the jury, and a motion in arrest of judgment; thereupon the court rendered its judgment;

That whereas the said E. H. von Schack, having been duly convicted in this court of a conspiracy to violate section 1, of the act of Congress of July 2, 1890;

It is therefore ordered and adjudged that the said E. H. von Schack be imprisoned in the county jail, city and county of San Francisco, State of California, for the period of one (1) year and that he pay a fine in the sum of five thousand (\$5,000) dollars, and that in default of the payment of said fine that the said E. H. von Schack be further imprisoned until said fine be paid or until he be otherwise discharged by due process of law.

Further ordered that the said term of imprisonment imposed on the defendant E. H. von Schack run concurrently with the term of imprisonment this day imposed upon said defendant in case No. 5885, *The United States of America v. Franz Bopp, E. H. von Schack, Wilhelm von Brincken, Charles C. Crowley, and Margaret W. Cornell.*

Provided, however, that should said defendant for any cause not be required to serve the term of imprisonment imposed on him in said cause No. 5885, *The United States of America v. Franz Bopp et al.*, then and in that case so much of this judgment as provides for the running of concurrent sentences shall be of no binding force or effect.

Judgment entered this 22d day of January, A. D. 1917.

WALTER B. MALING, *Clerk.*

By C. W. CALBREATH, *Deputy Clerk.*

IN THE SOUTHERN DIVISION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, FIRST DIVISION.

No. 5870.

Convicted of a conspiracy to violate section 1 of the act of Congress of July 2, 1890.

THE UNITED STATES OF AMERICA

v.

FRANZ BOPP, E. H. VON SCHACK, WILHELM VON BRINCKEN,
CHARLES C. CROWLEY, AND MARGARET W. CORNELL.

JUDGMENT ON VERDICT OF GUILTY AS TO THE EIGHTH COUNT OF
THE INDICTMENT.

Now on this 22d day of January, A. D. 1917, the defendant, Wilhelm von Brincken, in his own proper person and

with his counsel, George A. McGowan, Esq., being present in open court, comes John W. Preston, Esq., United States attorney, and moves the court that judgment be pronounced in this cause; whereupon the defendant was duly informed by the court of the nature of the indictment filed on the 14th day of February, A. D. 1916, charging him with having conspired to violate section 1 of the act of Congress of July 2, 1890; of his arraignment and plea of not guilty; of his trial and the verdict of the jury on the 10th day of January, A. D. 1917, to wit: "We, the jury, find Franz Bopp, E. H. von Schack, Margaret W. Cornell, Charles C. Crowley, and Wilhelm von Brincken, the defendants at the bar, guilty. Thomas Jennings, W. C. Little, J. Forrest Wyman, Ed. Bonar, Thos. Flint, jr., William Minor, J. B. Cambers, A. B. Emerson, William P. Taylor, jr., Michael C. Shea, H. T. Welch. H. F. Plummer, foreman."

The defendant was then asked if he had any legal cause to show why judgment should not be pronounced against him, and no sufficient cause being shown or appearing to the court, and the court having overruled a motion for new trial, a motion to set aside the verdict of the jury, and a motion in arrest of judgment; thereupon the court rendered its judgment;

That whereas the said Wilhelm von Brincken having been duly convicted in this court of a conspiracy to violate section 1 of the act of Congress of July 2, 1890;

It is therefore ordered and adjudged that the said Wilhelm von Brincken be imprisoned in the county jail, city and county of San Francisco, State of California, for the period of one (1) year and that he pay a fine in the sum of five thousand (\$5,000) dollars, and that in default of the payment of said fine that the said Wilhelm von Brincken be further imprisoned until said fine be paid or until he be otherwise discharged by due process of law.

Further ordered that the said term of imprisonment imposed on the defendant, Wilhelm von Brincken, run concurrently with the term of imprisonment this day imposed upon said defendant in case No. 5885, *The United States of America v. Franz Bopp, E. H. von Schack, Wilhelm von Brincken, Charles C. Crowley, and Margaret W. Cornell.*

Provided, however, that should said defendant for any cause not be required to serve the term of imprisonment imposed on him in said cause No. 5885, *The United States of America v. Franz Bopp, et al.*, then and in that case so much of this judgment as provides for the running of concurrent sentences shall be of no binding force or effect.

Judgment entered this 22d day of January, A. D. 1917.

WALTER B. MALING, *Clerk.*

By C. W. CALBREATH, *Deputy Clerk.*

IN THE SOUTHERN DIVISION OF THE UNITED STATES DISTRICT COURT, FOR THE NORTHERN DISTRICT OF CALIFORNIA, FIRST DIVISION.

No. 5870.

Convicted of a conspiracy to violate section 1 of the act of Congress of July 2, 1890.

THE UNITED STATES OF AMERICA

v.

FRANZ BOPP, E. H. VON SCHACK, WILLIAM VON BRINCKEN,
CHARLES C. CROWLEY, AND MARGARET W. CORNELL.

JUDGMENT ON VERDICT OF GUILTY AS TO THE EIGHTH COUNT
OF THE INDICTMENT.

Now, on this 22d day of January, A. D. 1917, the defendant. Charles C. Crowley, in his own proper person and with his counsel, J. P. O'Brien, Esq., and Samuel Platt, Esq., being present in open court, comes John W. Preston, Esq., United States attorney, and moves the court that judgment be pronounced in this cause; whereupon the defendant was duly informed by the court of the nature of the indictment filed on the 14th day of February, A. D. 1916, charging him with having conspired to violate section 1 of the act of Congress of July 2, 1890; of his arraignment and plea of not guilty; of his trial and the verdict of the jury on the 10th day of January, A. D. 1917, to-wit: "We, the jury, find Franz Bopp, E. H. von Schack, Margaret W. Cornell, Charles C. Crowley, and Wilhelm von Brincken, the defendants at the bar, guilty. Thomas Jennings, W. C. Little, J.

Forrest Wyman, Ed. Bonar, Thos. Flint, jr., William Minor, J. B. Cambers, A. B. Emerson, William P. Taylor, jr., Michael C. Shea, H. T. Welch. H. F. Plummer, Foreman."

The defendant was then asked if he had any legal cause to show why judgment should not be pronounced against him, and no sufficient cause being shown or appearing to the court, and the court having overruled a motion for new trial, a motion to set aside the verdict of the jury, and a motion in arrest of judgment; thereupon the court rendered its judgment;

That whereas the said Charles C. Crowley having been duly convicted in this court of a conspiracy to violate section 1 of the act of Congress of July 2, 1890;

It is therefore ordered and adjudged that the said Charles C. Crowley be imprisoned in the county jail, city and county of San Francisco, State of California, for the period of one (1) year, and that he pay a fine in the sum of five thousand (\$5,000) dollars, and that in default of the payment of said fine that the said Charles C. Crowley be further imprisoned until said fine be paid or until he be otherwise discharged by due process of law.

Further ordered that the said term of imprisonment imposed on the defendant, Charles C. Crowley, run concurrently with the term of imprisonment this day imposed upon said defendant in case No. 5885, *The United States of America v. Franz Bopp, E. H. von Schack, Wilhelm von Brincken, Charles C. Crowley, and Margaret W. Cornell.*

Provided, however, that should said defendant for any cause not be required to serve the term of imprisonment imposed on him in said cause No. 5885, *the United States of America v. Franz Bopp et al.*, then and in that case so much of this judgment as provides for the running of concurrent sentences shall be of no binding force or effect.

Judgment entered this 22d day of January, A. D. 1917.

WALTER B. MALING, *Clerk.*

By C. W. CALBREATH, *Deputy Clerk.*

IN THE SOUTHERN DIVISION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, FIRST DIVISION.

No. 5870.

Convicted of a conspiracy to violate section 1 of the act of Congress of July 2, 1890.

THE UNITED STATES OF AMERICA

v.

FRANZ BOPP, E. H. VON SCHACK, WILHELM VON BRINCKEN,
CHARLES C. CROWLEY, AND MARGARET W. CORNELL.

JUDGMENT ON VERDICT OF GUILTY AS TO THE EIGHTH COUNT OF
THE INDICTMENT.

Now on this 22d day of January, A. D. 1917, the defendant, Margaret W. Cornell, in her own proper person and with her counsel, J. P. O'Brien, Esq., and Samuel Platt, Esq., being present in open court, comes John W. Preston, Esq., United States attorney, and moves the court that judgment be pronounced in this cause; whereupon the defendant was duly informed by the court of the nature of the indictment filed on the 14th day of February, A. D. 1916, charging her with having conspired to violate section 1 of the act of Congress of July 2, 1890; of her arraignment and plea of not guilty; of her trial and the verdict of the jury on the 10th day of January, A. D. 1917, to wit: "We, the jury, find Franz Bopp, E. H. von Schack, Margaret W. Cornell, Charles C. Crowley, and Wilhelm von Brincken, the defendants at the bar, guilty. Thomas Jennings, W. C. Little, J. Forrest Wyman, Ed. Bonar, Thos. Flint, jr., William Minor, J. B. Cambers, A. B. Emerson, William P. Taylor, jr., Michael C. Shea, H. T. Welch, H. F. Plummer, foreman."

The defendant was then asked if she had any legal cause to show why judgment should not be pronounced against her, and no sufficient cause being shown or appearing to the court, and the court having overruled a motion for new trial, a motion to set aside the verdict of the jury, and a motion in arrest of judgment; thereupon the court rendered its judgment:

That whereas the said Margaret W. Cornell having been duly convicted in this court of a conspiracy to violate section 1 of the act of Congress of July 2, 1890;

It is therefore ordered and adjudged that the said Margaret W. Cornell be imprisoned in the county jail, city and county of San Francisco, State of California, for the period of one (1) year.

Further ordered that the said term of imprisonment imposed on the defendant, Margaret W. Cornell, run concurrently with the term of imprisonment this day imposed upon said defendant in case No. 5885, the United States of America v. Franz Bopp, E. H. von Schack, Wilhelm von Brincken, Charles C. Crowley, and Margaret W. Cornell.

Provided, however, that should said defendant for any cause not be required to serve the term of imprisonment imposed on her in said cause No. 5885, the United States of America v. Franz Bopp, et al, then and in that case so much of this judgment as provides for the running of concurrent sentences shall be of no binding force or effect.

Judgment entered this 22d day of January, A. D. 1917.

WALTER B. MALING, *Clerk*.

By C. W. CALBREATH, *Deputy Clerk*.

UNITED STATES v. COWELL ET AL.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF OREGON.**

No. 7308.

UNITED STATES OF AMERICA,

vs.

S. H. COWELL, W. H. GEORGE, F. G. DRUM, R. B. HENDERSON, FRANK W. ERLIN, WILLIAM G. HENSHAW, TYLER HENSHAW, GEORGE T. CAMERON, FRED H. MUHS, JOHN C. EDEN, A. A. SUTHERLAND, A. F. COATS, ALEXANDER BAILLIE, W. P. CAMERON, R. P. BURCHAERT, AND CLARK M. MOORE, DEFENDANTS.

JUDGMENT.

Now at this time, this matter coming on to be heard, the plaintiff appearing by Clarence L. Reames, United States attorney for the district of Oregon, the defendants S. H. Cowell, W. H. George, F. G. Drum, R. B. Henderson, Frank W. Erlin, William G. Henshaw, and Tyler Henshaw, appearing by their attorney Pillsbury, Madison, and Sutro; and the defendants George T. Cameron and Fred H. Muhs appearing by their attorneys Morrison, Dunne, and Brobeck, and it appearing to the court from the statements made in open court by the said counsel that the defendant S. H. Cowell is the president of the Cowell Portland Cement Company; the defendant W. H. George is the secretary of the Cowell Portland Cement Company; the defendant F. G. Drum is the president of the Pacific Portland Cement Company, Consolidated; the defendant R. B. Henderson is the treasurer and general manager of the Pacific Portland Cement Company, Consolidated; the defendant Frank W. Erlin is the secretary and sales manager of the Pacific Portland

Cement Company, Consolidated; the defendants William G. Henshaw and Tyler Henshaw, respectively, are the president and vice president of the Riverside Portland Cement Company; the defendants George T. Cameron and Fred H. Muhs, respectively, are the president and general manager of the Santa Cruz Portland Cement Company and the Standard Portland Cement Company;

The Government now moves the court for an order permitting the defendant W. H. George to enter herein a plea of guilty for and on behalf of the Cowell Portland Cement Company; the defendant F. G. Drum to enter a plea of guilty for and on behalf of the Pacific Portland Cement Company, Consolidated; the defendant William G. Henshaw to enter a plea of guilty for and on behalf of the Riverside Portland Cement Company, and the defendant George T. Cameron to enter a plea of guilty for and on behalf of the Santa Cruz Portland Cement Company and the Standard Portland Cement Corporation, and that upon the entry of said pleas, the indictment herein, so far as it pertains to the defendants W. H. Cowell, R. B. Henderson, Frank W. Erlin, Tyler Henshaw, and Fred H. Muhs, be dismissed;

And all of said defendants, through their said respective counsel, having at this time asked the court in open court to comply with said request and make said order, and the court now being fully advised in the premises and it appearing that this is a case in which the said defendants, as said respective officers, ought to be permitted by this court to enter said pleas for and on behalf of said corporations;

It is ordered, considered, and adjudged by the court that the said defendants W. H. George, F. G. Drum, William G. Henshaw, and George T. Cameron be permitted by the court and allowed to withdraw the demurrers heretofore interposed by them and to enter their pleas as aforesaid to the indictment returned and filed in this court on the 27th day of October, 1916;

Whereupon, in open court, the said respective defendants W. H. George, F. G. Drum, William G. Henshaw, and George T. Cameron by and through their respective counsel and for and on behalf of said respective corporations hereby formally enter pleas of guilty to said indictment;

Whereupon it is ordered, considered, and adjudged by the court that said pleas be accepted and entered of record; that the defendants W. H. George, F. G. Drum, William G. Henshaw, and George T. Cameron for and on behalf of said respective corporations each pay a fine herein in the sum of \$2,500 without costs; that the indictment herein as to the defendants S. H. Cowell, R. B. Henderson, Frank W. Erlin, Tyler Henshaw, and Fred H. Muhs be, and the same hereby is, dismissed.

Done in open court this 30th day of April, 1917.

CHAS. E. WOLVERTON, *Judge.*

Filed April 30, 1917.

G. H. MARSH, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF OREGON.

UNITED STATES OF AMERICA,

vs.

S. H. COWELL, W. H. GEORGE, F. G. DRUM, R. B. HENDERSON, FRANK W. ERLIN, WILLIAM G. HENSHAW, TYLER HENSHAW, GEORGE T. CAMERON, FRED H. MUHS, JOHN C. EDEN, A. A. SUTHERLAND, A. F. COATS, ALEXANDER BAILLIE, W. P. CAMERON, R. P. BUTCHART, AND CLARK M. MOORE, DEFENDANTS.

JUDGMENT.

Now at this time, this matter coming on to be heard, the plaintiff appearing by Clarence L. Reames, United States attorney for the district of Oregon, the defendants, John C. Eden, A. A. Sutherland, A. F. Coats, Alexander Baillie, and W. P. Cameron, appearing by their attorney, John McCourt, and it appearing to the court from the statements made in open court by the said counsel that the defendant John C. Eden is the president of the Superior Portland Cement Company, that A. A. Sutherland is the treasurer and sales manager of the Superior Portland Cement Company, that A. F. Coats is the president of the Washington Portland Cement Company, that Alexander Baillie is the resident agent of the Olympic Portland Cement Company, and that W. P. Cameron is the general manager and sales agent of the Olympic Portland Cement Company;

The Government now moves the court for an order permitting the defendant John C. Eden to enter a plea of guilty for and on behalf of the aforesaid Superior Portland Cement Company, the defendant A. F. Coats to enter a plea of guilty for and on behalf of the aforesaid Washington Portland Cement Company, and the defendant W. P. Cameron to enter a plea of guilty for and on behalf of the aforesaid Olympic Portland Cement Company, and that upon the entry of said pleas the indictment herein so far as it pertains to the defendants A. A. Sutherland and Alexander Baillie be dismissed;

And all of said defendants, through their said respective counsel having at this time asked the court in open court to comply with the said request and to make said order, and the court now being fully advised in the premises, and it appearing that this is a case in which the said defendants as said respective officers ought to be permitted by this court to enter said pleas for and on behalf of said respective corporations;

IT IS ORDERED, CONSIDERED, AND ADJUDGED by the court that the said defendants John C. Eden, A. F. Coats, and W. P. Cameron be permitted by the court and allowed to enter their pleas as aforesaid to the indictment returned and filed in this court on October 27, 1916;

Whereupon, in open court, the said respective defendants John C. Eden, A. F. Coats, and W. P. Cameron, by and through their respective counsel and for and on behalf of said respective corporations, hereby and herein formally enter pleas of guilty to said indictment;

Whereupon, IT IS ORDERED, CONSIDERED, AND ADJUDGED by the court that said pleas be accepted and entered of record; that the said defendants John C. Eden, A. F. Coats, and W. P. Cameron, for and on behalf of said respective corporations, each pay a fine of twenty-five hundred dollars (\$2,500.00) without costs; that the indictment herein as to the defendants A. A. Sutherland and Alexander Baillie be, and the same hereby is, dismissed.

Dated at Portland, Oregon, this 10th day of December, 1917.

CHARLES E. WOLVERTON,
Judge, United States District Court.

UNITED STATES v. AILEEN COAL CO. ET AL.

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

AILEEN COAL COMPANY ET AL.

(Docket entry.)

June 18, 1917:

Indictment ordered dismissed (Grubb, J.) as to the following defendants: Blume Coal & Coke Company, Brown Coal Company, Lookout Coal & Coke Company.

Indictment ordered severed as to the following defendants: Lathrop Coal Company, Panther Coal Company, Pemberton Fuel Company, Wright Coal & Coke Company, Louis R. Page, jr., J. H. Parrott, W. P. Tams, jr., J. C. Pack.

Trial begun as to the remaining defendants. Present, Hon. William I. Grubb, D. J.

July 6, 1917:

Indictment ordered dismissed as to the following defendants: D. W. Boone, J. Frank Grimet, William H. Holland, jr., William Leckie, S. W. Patterson, Robert D. Patterson, W. C. Stephenson, W. T. Williamson, John T. Wilson, Aileen Coal Company, Arlington Coal & Coke Company, Ashland Coal & Coke Company, Bailey-Wood Coal & Coke Company, Ballinger Coal Company, Black Wolf Coal & Coke Company, Booth-Bowen Coal & Coke Company, Bottom Creek Coal & Coke Company, Buckeye Coal & Coke Company, Cirrus Coal & Coke Company, Dry Fork Colliery Company, Export Coal Company, Gilliam Coal & Coke Company, Keeney's Creek Colliery Company, Kimball-Pocahontas Coal Company, Michigan Coal Company, Newlin Coal Company, Nichol Colliery Company,

Oregon Coal Company, S. J. Patterson, Pocahontas Company, Pemberton Coal & Coke Company, River Valley Colliery Company, Sewell Colliery Company, Shawnee Coal & Coke Company, Stone Cliff Coal & Coke Company, Stone Wall Coal & Coke Company, Sugar Creek Coal & Coke Company, Turkey Knob Coal & Coke Company, United Pocahontas Coal Company, West Virginia Pocahontas Coal Sales Company, Weyonoke Coal & Coke Company.

July 12, 1917:

Trial concluded. Verdict, not guilty.

July 14, 1917:

Filed order, Grubb, J., dismissing indictment and cancelling recognizance of John H. Parrott.

July 19, 1917:

Nolle prosequi entered as to Wright Coal & Coke Company, George C. Clausson, J. C. Pack, Louis R. Page, jr., J. H. Parrott, and W. P. Tams, jr.

UNITED STATES v. ALGOMA COAL & COKE CO.

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
NEW YORK.**

UNITED STATES

v.

ALGOMA COAL AND COKE COMPANY ET AL.

(Docket entry.)

July 19, 1917:

Nolle prosequi entered.

UNITED STATES v. BAKER-WHITELEY COAL CO.

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
NEW YORK.

UNITED STATES

v.

BAKER-WHITELEY COAL COMPANY ET AL.

(Docket entry.)

July 20, 1917:

Filed plea in bar as to Houston Coal Company, New River Coal Company, ~~Sandalest~~ Fuel Company, C. G. Blake Company, George H. Caperton, ~~Justas Collins~~, Frank Ellison, Thomas E. ~~Houston~~, ~~Kuper~~ Hood, Castner, Curran & Bullitt (Inc.), Crozer-Pocahontas Company, Flat Top Fuel Company, Oscar M. Deyerle, John J. Tierney, C. & O. Coal Agency Company, Pocahontas Fuel Company, Leckie Coal Company (Inc.), West Virginia Pocahontas Sales Corporation, White Oak Coal Company, Thomas F. Farrell, Robert H. Gross, Thomas S. Crockett.

Filed order, Grubb, J. Demurrer interposed orally to said plea in bar be and it hereby is overruled, and it is further ordered that the indictment herein be and it hereby is dismissed as to the defendants above named.

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF
NEW YORK.

Indictment 9-361.

UNITED STATES

vs.

BAKER-WHITELEY COAL COMPANY ET AL.

NOLLE PROSEQUI.

*To the clerk of the District Court of the United States for
the Southern District of New York:*

Enter *nolle prosequi* on the above indictment as to the defendants, Baker-Whiteley Coal Company, Hasler Brothers,

Incorporated, New York & Philadelphia Coal and Coke Company, Northern Coal Company, Robert Hasler & Company, Incorporated, The Berwind-White Coal Mining Company, Virginia Coal and Coke Corporation, William C. Atwater & Company, Incorporated, Wittenberg Coal Company, William C. Atwater, John E. Berwind, Robert H. Burroughs, Robert T. Hasler, L. R. Holmes, F. B. Mackay, Charles J. Wittenberg, James S. Whiteley.

By the Attorney General:

FRANK M. SWACKER,
Special Assistant to the Attorney General
of the United States.

NEW YORK, November 1st, 1917.

**UNITED STATES v. NATIONAL RETAIL MONUMENT
DEALERS ASSOCIATION OF AMERICA ET AL.**

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MARYLAND.

THE UNITED STATES OF AMERICA

v.

**NATIONAL RETAIL MONUMENT DEALERS ASSOCIATION OF
AMERICA (INC.), O. J. HAMMELL, G. E. WEMHOFF, C. B.
HOLDEN, J. H. MARSTELLER, C. M. LENNON, FRANK MAL-
TON, T. F. GAEBLER, F. D. BLACK, F. R. STEWART, H. C.
HEFNER, G. F. GELTS, E. A. MCCOLLY, H. J. SISSON, J. J.
NELBACH, W. D. SEDGWICK, H. P. REGIER, S. J. SULLIVAN.**

DISTRICT JUDGE ROSE; JUDGMENT, SEPTEMBER 12.

That the defendant, National Retail Monument Dealers Association, pay a fine of \$2,500 and costs; that the defendant, O. J. Hammell, pay a fine of \$600; that the defendant, G. E. Wernhoff, pay a fine of \$200; that the defendant, C. B. Holden, pay a fine of \$100; that the defendant, J. H. Marsteller, pay a fine of \$500; that the defendant, G. M. Lennon, pay a fine of \$200; that the defendant, Frank Malton, pay a fine of \$500; that the defendant, T. F. Gaebler, pay a fine of \$50; that the defendant, F. D. Black, pay a fine of \$750; that the defendant, T. R. Stewart, pay a fine of \$100; that the defendant, H. C. Hefner, pay a fine of \$300; that the defendant, G. F. Gelts, pay a fine of \$200; that the defendant, E. A. McColly, pay a fine of \$50; that the defendant, H. J. Sisson, pay a fine of \$50; that the defendant, J. J. Nelbach, pay a fine of \$50; that the defendant, W. D. Sedgwick, pay a fine of \$5; that the defendant, H. P. Regier, pay a fine of \$50; that the defendant, S. J. Sullivan, pay a fine of \$50.

UNITED STATES v. BARTON ET AL.

AT A REGULAR TERM OF THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF VIRGINIA CONTINUED AND HELD AT DANVILLE, IN AND FOR SAID DISTRICT, ON THE 16TH DAY OF NOVEMBER, 1917.

No. 3666. Vio. Anti-Trust Laws.

UNITED STATES

VS.

THOMAS E. BARTON, ET AL.

* * * Hon. Henry C. McDowell, Judge.

This day came again the United States attorney and came the same defendants, by counsel, and the same jury as on yesterday, and the parties continued to introduce their evidence, and after hearing the evidence the court directed the jury to find the following verdict:

"We the jury, by direction of the court, find all of the within named defendants, except Thomas E. Barton, Armour & Company and Swift & Company, not guilty. Geo. S. Dyer, foreman." And to the action of the court in directing the verdict of not guilty the Government excepts.

And on motion of the United States attorney this case, as to Thomas E. Barton, Armour & Company and Swift & Company is continued until the next regular term of this court without process.

It is further ordered that all of the other defendants in this case be released from further custody and go without day, and that the case as to them be stricken from the docket.

UNITED STATES v. MEAD ET AL.

DISTRICT COURT OF THE UNITED STATES SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA

vs.

GEORGE H. MEAD, PHILIP T. DODGE, GEORGE CHAHOON, JR.,
GORDIAS H. P. GOULD, EDWARD W. BACKUS, ALEXANDER
SMITH, and FRANK J. SENSENBRENNER.

(Docket entry.)

Nov. 15, 1917. Trial begun. (Present, Hon. J. M. Mayer,
J.) Adj'd. to Nov. 26.

Nov. 26, 1917:

Defts. George H. Mead, Philip T. Dodge, George Chahoon, jr., and Edward W. Backus, withdraw pleas of not guilty and enter pleas of *nolo contendere*.

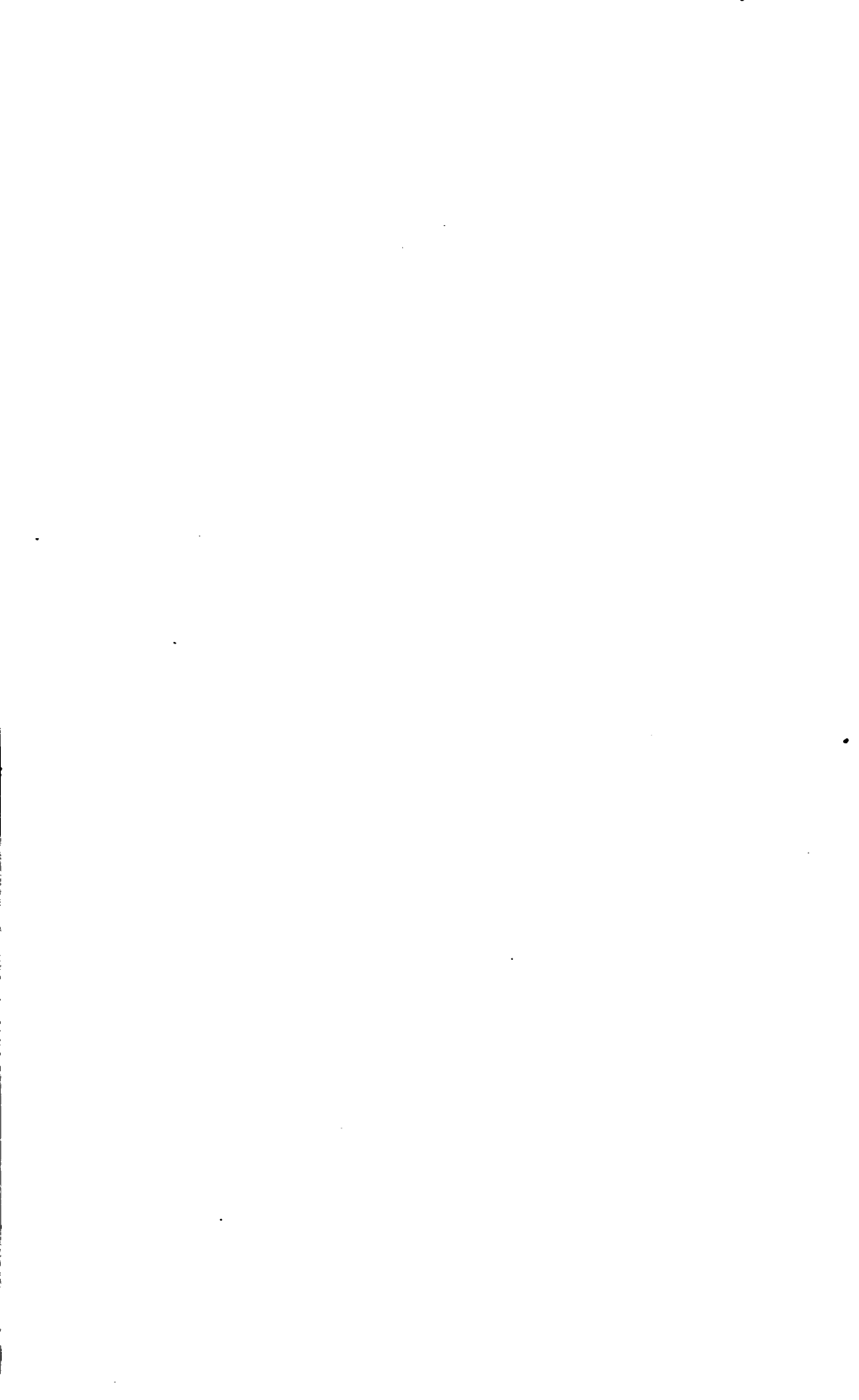
Deft. Frank J. Sensenbrenner withdraws plea of not guilty and pleads *nolo contendere*. Deft. fined \$1,000.

Defts. Mead, Dodge, Chahoon, and Backus sentenced to pay a fine of \$2,000 each.

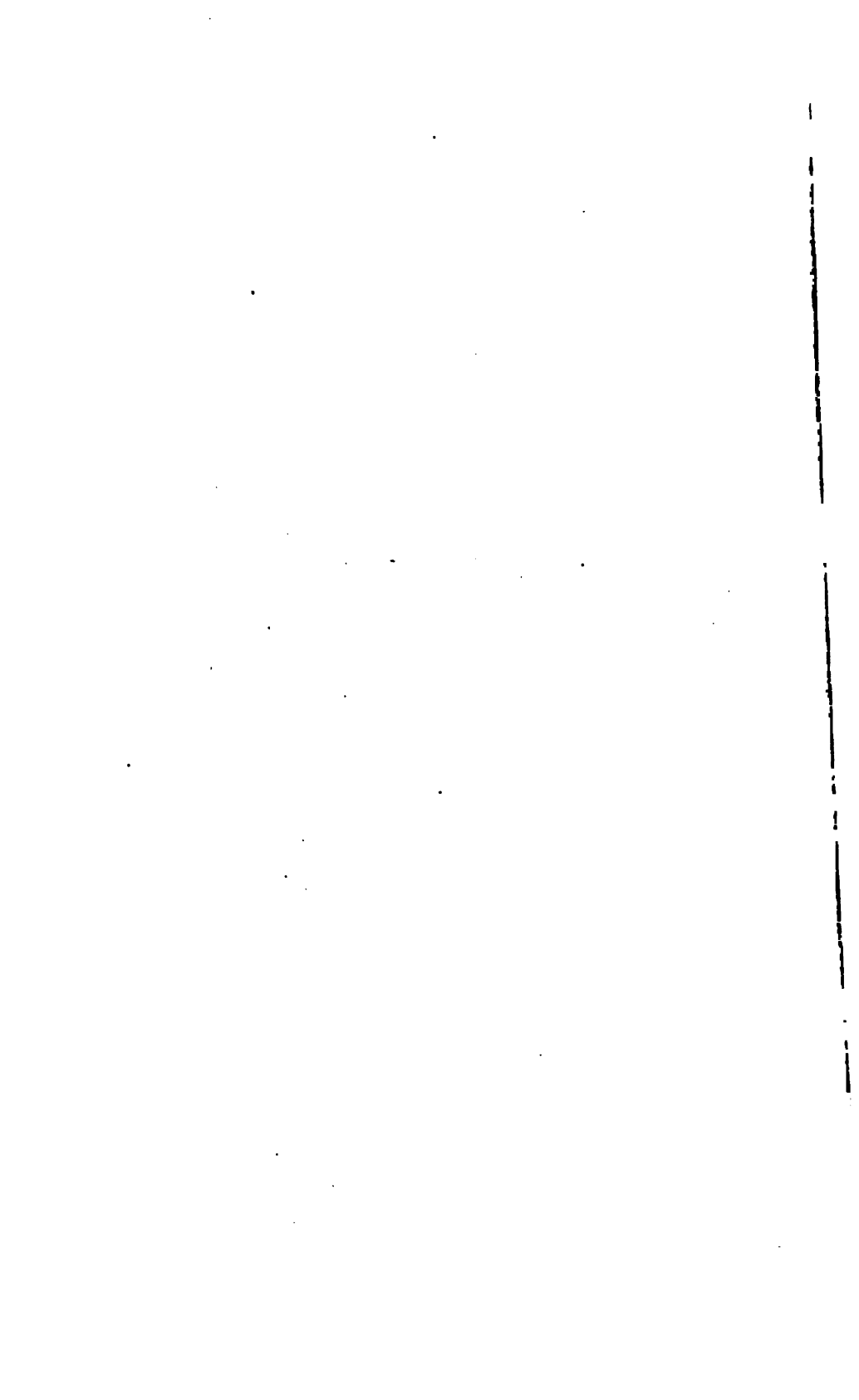
Indictment ordered dismissed as to Gordias H. Gould.

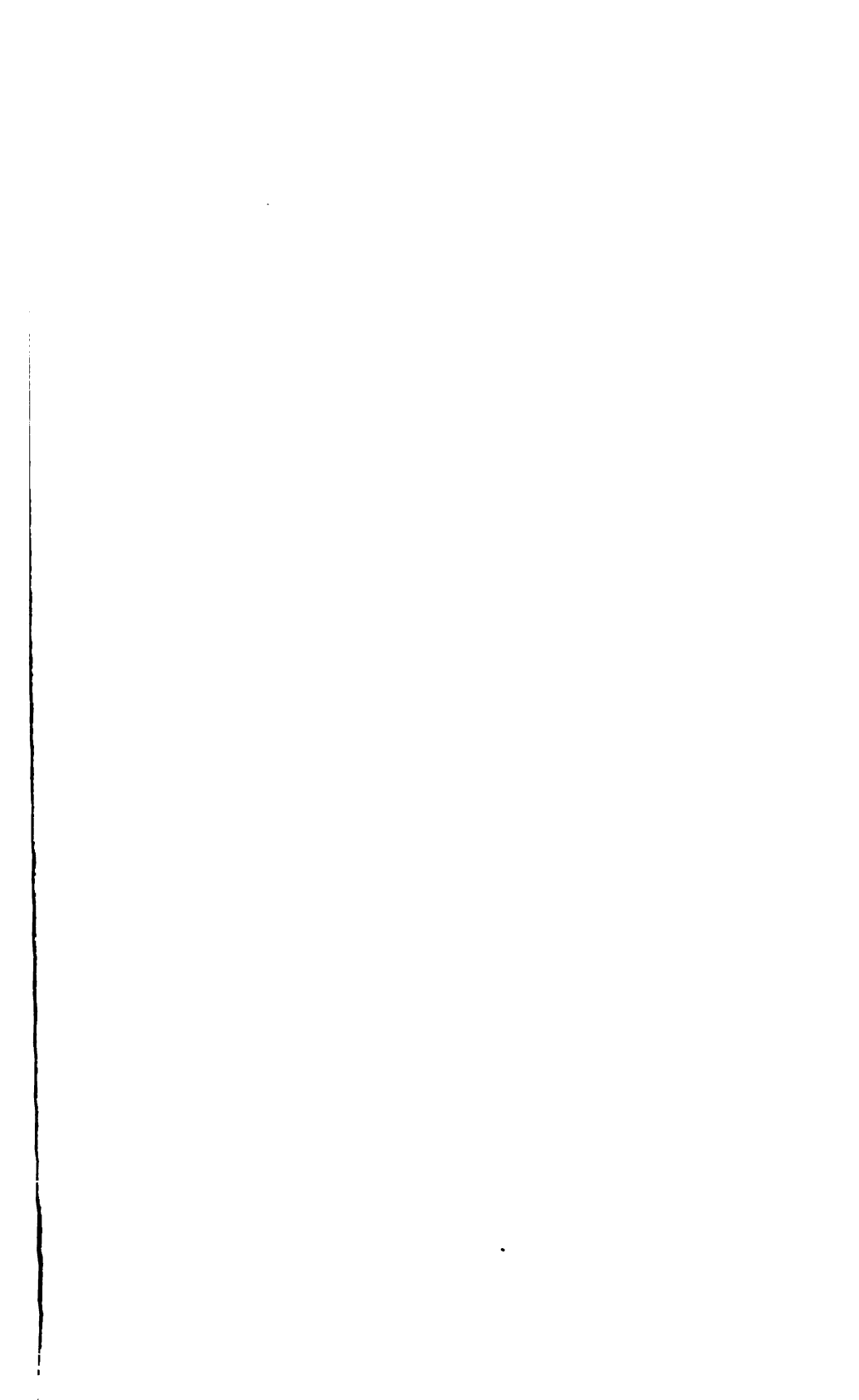
Trial as to Alex. Smith adj'd. until Jan. 3, 1918.

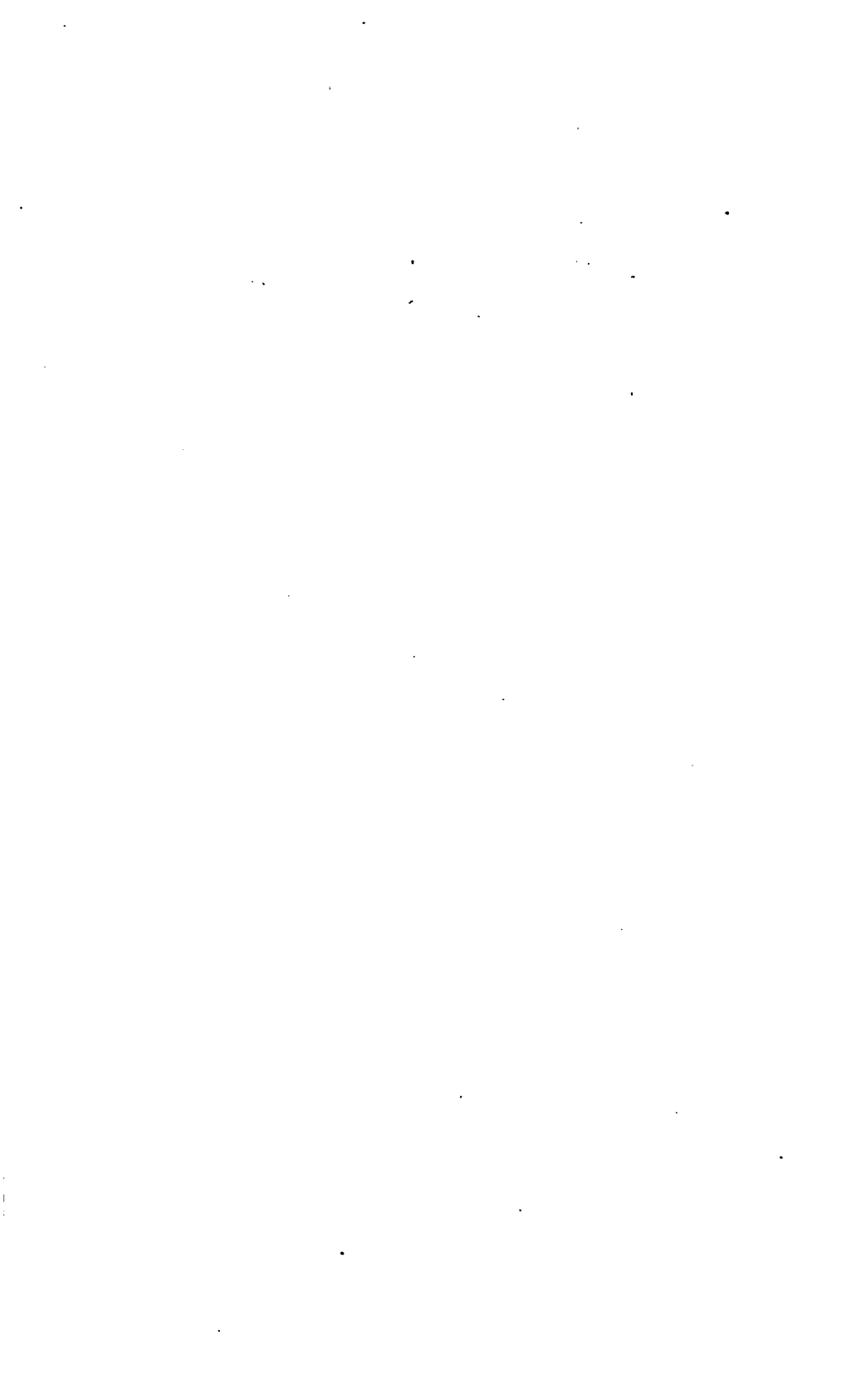












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